


AFFIDAVIT

True Copy of Policy

STATE OF WISCONSIN   )  
                                  )  
SHEBOYGAN COUNTY   )

Steve Heinen, Manager - Commercial Underwriting of ACUITY, A Mutual Insurance Company, being familiar with the forms used by the company in its regular course of business and being its custodian of underwriting records and files, certifies that he has checked the records for policy number L40293 issued to Millennium Financial Holdings LLC and covering Commercial Auto, Commercial Excess Liability, Employee Benefits Liability during the policy term from 05/17/2008 to 02/12/2009.

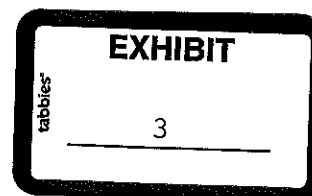
THAT said policy according to the records was subject to the Coverages and Limits, Insuring Agreements, Conditions, Exclusions, and applicable Endorsements as attached.

  
\_\_\_\_\_  
Steven Heinen

Subscribed and sworn to before me  
this 14 day of March, 2013

Connie J. Stegemayer

Notary Public, State of Wisconsin  
My Commission: Exp. 6-8-2014



**Cancellation Non-Pay**Page 1  
Policy Number: L4 02 93**Miscellaneous Utility**

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044Agency: THE DELP COMPANY  
6700-AECancellation Date 02/12/09  
Reason: POLICY CANCELLED NONPAY (MIDTERM)  
UW FB LESLEY HIRT

Term	Effective Date	Expiration Date	Install	Package	Risk	Group No.
12	05/17/08	05/17/09	0	06	552	

**Items of Insurance**

Line	Units	Premium	
51 Property	5	19,975.00	5,155.00 -
09 Garage Liability	4	17,230.00	4,446.00 -
55 Commercial Inland Marine	2	401.00	104.00 -
57 Crime	3	1,007.00	261.00 -
61 Fidelity	1	542.00	140.00 -
24 Commercial Umbrella	1	7,336.00	1,893.00 -
22 Employee Benefits	1	337.00	87.00 -
Total Premium		46,828.00	

Return Premium	12,086.00
Previous Balance	12,485.75
Amount Due	399.75

Direct Bill

Prorate Factor 0.258



## COMMERCIAL AUTO COVERAGE PART

### Garage Renewal Declarations

#### Item One

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-08

Expiration Date: 05-17-09

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

#### Item Two

### SCHEDULE OF COVERAGES AND COVERED AUTOS

Each of these coverages applies only to those autos shown as covered autos by the entry of one or more of the symbols from the Covered Autos

section of the Garage Coverage Form next to the name of the coverage. Entry of symbols next to Liability provides coverage for *Garage Operations*.

Coverages	Covered Auto Symbols	Limit of Insurance		Premium
		Covered Autos	Other Than Covered Autos	
Liability	21	\$ 500,000 each accident	\$ 500,000 each accident 1,500,000 aggregate	\$ 11,927.00
Limit of Insurance				
Medical Payments	22	\$ 5,000 each person		855.00
Uninsured Motorists	22	500,000 each person	500,000 each accident	538.00
Underinsured Motorists	22	500,000 each person	500,000 each accident	1,066.00
Garagekeepers' Specified Causes of Loss	30	See Item Five.		565.00
Collision	30	See Item Five.		591.00
Estimated Schedule Premium				\$ 15,542.00

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Cost of hire means the total amount you incur for the hire of *autos* you do not own (not including *autos* you borrow or rent for your partners or *employees* or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

#### PREMIUM SUMMARY

Estimated Schedule Premium .....	\$ 15,542.00
Estimated Endorsement Premium .....	1,688.00
<b>Estimated Advance Premium .....</b>	<b>\$ 17,230.00</b>

#### COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO GARAGE COVERAGE

Form Number	Form Title	Premium
CA-0005F (09-02)	Garage Coverage Form .....	\$
IL-7012 (11-05)	Asbestos Exclusion .....	
IL-0017F (11-98)	Common Policy Conditions .....	
IL-0021F (11-85)	Nuclear Energy Liability Exclusion - Broad Form .....	
CA-7096 (12-93)	Truth In Lending .....	100.00
CA-7095 (07-97)	Federal Odometer Statute Endorsement .....	100.00
CA-7112 (03-00)	Title Paper Preparation - Errors and Omissions .....	125.00
CA-2514F (10-03)	Broadened Coverage - Garages .....	1,193.00
CA-7180 (04-94)	Coverage For Work You Performed .....	170.00
CA-9903F (07-97)	Auto Medical Payments Coverage .....	
CA-2505F (07-97)	Garage Locations and Operations Medical Payments Coverage .....	
CA-0040R (02-03)	War Exclusion - Garage Coverage Form .....	
CA-0165F (10-06)	Missouri Changes .....	
CA-0169R (10-01)	Missouri Changes - Auto Repair Shops and Service Stations - Pollution Exclusion .....	
CA-0219F (03-03)	Missouri Changes - Cancellation and Nonrenewal .....	
CA-2104F (04-01)	Missouri Uninsured Motorists Coverage .....	
CA-2156F (04-01)	Missouri Split Uninsured Motorists Coverage Limits .....	
CA-3104F (04-01)	Missouri Underinsured Motorists Coverage .....	
CA-3105F (03-94)	Missouri Split Underinsured Motorists Coverage Limits .....	
CA-2384F (01-06)	Exclusion of Terrorism .....	
CA-7018 (12-93)	Repairs By The Named Insured .....	
CA-7161 (06-03)	Illinois Changes .....	
CA-7224 (06-03)	Illinois Garage Liability Coverage Changes .....	
CA-7162 (03-04)	Illinois Uninsured and Underinsured Motorists Coverages .....	
IL-0162R (04-06)	Illinois Changes - Defense Costs .....	
<b>Estimated Endorsement Premium .....</b>	<b>\$</b>	<b>1,688.00</b>

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**THE NAMED INSURED'S BUSINESS IS:**

AUTO DEALERSHIP

**AUDIT PERIOD**

Annual

Item Three  
**LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

Location Number	Address
001	12750 SAINT CHARLES ROCK RD BRIDGETON MO
002	3550 HOMER ADAMS PKWY ALTON IL
003	1721 W 5TH ST EUREKA MO

**GARAGE COVERAGE FORM - AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

Item Four  
**LIABILITY AND MEDICAL PAYMENTS COVERAGE - PREMIUMS**

*Garage Operations:*

Location Number	Payroll Class	Estimated Payroll	Rates Per \$100 of Payroll		Liability BI Premium	Liability PD Premium	Medical Payments Premium
001	A	91,000	6.10	Included	5,551.00	Included	
	B	6,000	39.68	Included	2,381.00	Included	
	C	33,800	6.10	Included	2,062.00	Included	
Estimated Location Premium .....					9,994.00	Included	719.00
Minimum Premium .....					1,587.00	Included	113.00
002	A	41,600	4.13	Included	1,718.00	Included	
	B	If any	26.84	Included		Included	
	C	5,200	4.13	Included	215.00	Included	
Estimated Location Premium .....					1,933.00	Included	136.00
Minimum Premium .....					1,074.00	Included	77.00
<b>Estimated Garage Operations Premiums .....</b>					<b>11,927.00</b>	<b>Included</b>	<b>855.00</b>
<b>Estimated Liability and Medical Payments Premiums .....</b>					<b>11,927.00</b>	<b>Included</b>	<b>855.00</b>

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Class A includes all clerical office *employees*. Class B includes proprietors, partners, owners and officers active in the business and all other *employees* whose duties involve driving automobiles or who are furnished with an automobile. Class C includes all other *employees*. The payroll is determined by including all class B personnel at the fixed amount of \$2,000 annually and all class A and C personnel at their actual wage, including commissions, bonuses and overtime wages, but subject to an average weekly

maximum of \$100 per *employee*.

Part-time *employees* working an average of 20 hours or more a week for the number of weeks worked are subject to an average weekly maximum of \$100 per *employee*.

Part-time *employees* working an average of less than 20 hours a week for the number of weeks worked are subject to an average weekly maximum of \$50 per *employee*.

## Item Five

**GARAGEKEEPERS' COVERAGE - COVERAGES AND PREMIUMS**

Location Number	Coverage	Limit of Insurance (For Each Location)	Premium
001	Specified Causes of Loss	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event.	\$ 565.00
001	Collision	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .	591.00
002	Specified Causes of Loss	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event.	Included
002	Collision	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .	Included
003	Specified Causes of Loss	\$50,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event.	Included
003	Collision	\$50,000 minus \$1,000 deductible for each customer's <i>auto</i> .	Included
<b>Estimated Garagekeepers' Premium</b>			<b>\$ 1,156.00</b>

## Item Six

**LIABILITY COVERAGE FOR YOUR CUSTOMERS**

In accordance with paragraph a(2)(d) of Who is an Insured under Section II - Liability Coverage, liability coverage for your customers is limited in the following locations: 001, 002.

**ADDITIONAL NAMED INSURED**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NACIONAL NAME HOLDING LLC

Policy Number:  
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GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC  
FS PROPERTIES LLC

**FIRST NAMED INSURED IS:**

LIMITED LIABILITY COMPANY

## GARAGE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declara-

tions. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in italics have special meaning. Refer to Section VI - Definitions.

### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the *autos* that are covered *autos* for each of your coverages. The following numerical symbols describe the *autos* that may be covered *autos*. The symbols entered next to a coverage on the Declarations designate the only *autos* that are covered *autos*.

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

##### SYMBOL DESCRIPTION

- |      |   |      |   |
|------|---|------|---|
| 21 = | ANY AUTO.   | 27 = | SPECIFICALLY DESCRIBED AUTOS. Only those <i>autos</i> described in Item Seven of the Non-dealers' and Trailer Dealers' Supplementary Schedule or Item Ten of the Dealers' Supplementary Schedule for which a premium charge is shown (and for Liability Coverage any <i>trailers</i> you do not own while attached to a power unit described in Item Seven or Item Ten).                                  |
| 22 = | OWNED AUTOS ONLY. Only those <i>autos</i> you own (and for Liability Coverage any <i>trailers</i> you do not own while attached to power units you own). This includes those <i>autos</i> you acquire ownership of after the policy begins.   | 28 = | HIRED AUTOS ONLY. Only those <i>autos</i> you lease, hire, rent or borrow. This does not include any <i>auto</i> you lease, hire, rent or borrow from any of your <i>employees</i> , partners or members of their households.   |
| 23 = | OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger <i>autos</i> you own. This includes those private passenger <i>autos</i> you acquire ownership of after the policy begins.   | 29 = | NONOWNED AUTOS USED IN YOUR GARAGE BUSINESS. Any <i>auto</i> you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes <i>autos</i> owned by your <i>employees</i> , partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business. |
| 24 = | OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those <i>autos</i> you own that are not of the private passenger type (and for Liability Coverage any <i>trailers</i> you do not own while attached to power units you own). This includes those <i>autos</i> not of the private passenger type you acquire ownership of after the policy begins.                   | 30 = | AUTOS LEFT WITH YOU FOR SERVICE, REPAIR, STORAGE OR SAFEKEEPING. Any customer's land motor vehicle, trailer or semi-trailer while left with you for service, repair, storage or safekeeping. Customers include your <i>employees</i> and members of their households who pay for the services performed.  |
| 25 = | OWNED AUTOS SUBJECT TO NO-FAULT. Only those <i>autos</i> you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those <i>autos</i> you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |      |   |
| 26 = | OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those <i>autos</i> you own that because of the law in   |      |   |



31 = DEALERS AUTOS AND AUTOS HELD FOR SALE BY NON-DEALER OR TRAILER DEALERS (PHYSICAL DAMAGE COVERAGES). Any autos and the interests in these autos described in Item Seven of the Dealers' Supplementary Schedule or Item Ten of the Nondealers' and Trailer Dealers' Supplementary Schedule.

#### B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 21, 22, 23, 24, 25 or 26 are entered next to a coverage in Item Two of the Declarations, then you have coverage for autos that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 27 is entered next to a coverage in Item Two of the Declarations, an auto you acquire will be a covered auto for that coverage only if:
  - a. We already cover all autos that you own for that coverage or it replaces an auto you previously owned that had

that coverage; and

- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. CERTAIN TRAILERS AND TEMPORARY SUBSTITUTE AUTOS

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered autos for Liability Coverage:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any auto you do not own while used with the permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. Garage Operations - Other Than Covered Autos

- a. We will pay all sums an insured legally must pay as damages because of *bodily injury* or *property damage* to which this insurance applies caused by an *accident* and resulting from *garage operations* other than the ownership, maintenance or use of covered autos.

We have the right and duty to defend any insured against a *suit* asking for these damages. However, we have no duty to defend any insured against a *suit* seeking damages for *bodily injury* or *property damage* to which this insurance does not apply. We may investigate and settle any claim or *suit* as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance - *Garage Operations - Other Than Covered Autos* has been exhausted by payment of judgments or settlements.

- b. This insurance applies to *bodily injury* and *property damage* only if:
  - (1) The *accident* occurs in the coverage territory;
  - (2) The *bodily injury* or *property damage* occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Who Is An Insured and no employee authorized by you to give or receive notice of an *accident* or claim, knew that the *bodily injury* or *property damage* had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the *bodily injury* or *property damage* occurred, then any continuation, change or resumption of such *bodily injury* or *property damage* during or after the policy period will be deemed to have been known prior to the policy period.

- c. *Bodily injury* or *property damage* which occurs during the policy period and was not, prior to the policy period, known to have occurred by an insured listed under Who Is An Insured or any employee authorized by you to give or receive notice of an *accident* or claim, includes any continuation, change or resumption of that *bodily injury* or *property damage* after the end of the policy period.
- d. *Bodily injury* or *property damage* will be deemed to have been known to have occurred at the earliest time when any insured listed under Who Is An Insured or any employee authorized by you to

give or receive notice of an *accident* or claim:

- (1) Reports all, or any part, of the *bodily injury* or *property damage* to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the *bodily injury* or *property damage*; or
- (3) Becomes aware by any other means that *bodily injury* or *property damage* has occurred or has begun to occur.

## 2. Garage Operations - Covered Autos

We will pay all sums an *insured* legally must pay as damages because of *bodily injury* or *property damage* to which this insurance applies, caused by an *accident* and resulting from *garage operations* involving the ownership, maintenance or use of covered *autos*.

We will also pay all sums an *insured* legally must pay as a *covered pollution cost* or *expense* to which this insurance applies, caused by an *accident* and resulting from *garage operations* involving the ownership, maintenance or use of covered *autos*. However, we will only pay for the *covered pollution cost* or *expense* if there is either *bodily injury* or *property damage* to which this insurance applies that is caused by the same *accident*.

We have the right and duty to defend any *insured* against a *suit* asking for such damages or a *covered pollution cost* or *expense*. However, we have no duty to defend any *insured* against a *suit* seeking damages for *bodily injury* or *property damage* or a *covered pollution cost* or *expense* to which this insurance does not apply. We may investigate and settle any claim or *suit* as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance - *Garage Operations - Covered Autos* has been exhausted by payment of judgments or settlements.

## 3. Who Is an Insured

a. The following are *insureds* for covered *autos*:

- (1) You for any covered *auto*.
- (2) Anyone else while using with your permission a covered *auto* you own, hire or borrow except:
  - (a) The owner or anyone else from whom you hire or borrow a covered *auto*. This exception does not apply if the cov-

ered *auto* is a *trailer* connected to a covered *auto* you own.

- (b) Your *employee* if the covered *auto* is owned by that *employee* or a member of his or her household.
- (c) Someone using a covered *auto* while he or she is working in a business of selling, servicing, repairing, parking or storing *autos* unless that business is your *garage operations*.
- (d) Your customers, if your business is shown in the Declarations as an *auto* dealership. However, if a customer of yours:
  - (i) Has no other available insurance (whether primary, excess or contingent), they are an *insured* but only up to the compulsory or financial responsibility law limits where the covered *auto* is principally garaged.
  - (ii) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered *auto* is principally garaged, they are an *insured* only for the amount by which the compulsory or financial responsibility law limits exceed the limits of their other insurance.
- (e) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered *auto* owned by him or her or a member of his or her household.

(3) Anyone liable for the conduct of an *insured* described above but only to the extent of that liability.

b. The following are *insureds* for *garage operations* other than covered *autos*:

- (1) You.
- (2) Your partners (if you are a partnership), members (if you are a limited liability company) *employees*, directors or shareholders but only while acting within the scope of their duties.

#### 4. Coverage Extensions

##### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the *insured*:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an *accident* we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any *suit* against the *insured* we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the *insured* at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the *insured* in any *suit* against the *insured* we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any *suit* against the *insured* we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

##### b. Out of State Coverage Extensions

While a covered *auto* is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered *auto* is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered *auto* is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

#### B. EXCLUSIONS

This insurance does not apply to any of the following:

##### 1. Expected or Intended Injury

*Bodily injury* or *property damage* expected or intended from the standpoint of the *insured*. But for *garage operations* other than covered *autos* this exclusion does not apply to *bodily injury* resulting from the use of reasonable force to protect persons or property.

##### 2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an *insured contract* provided the *bodily injury* or *property damage* occurs subsequent to the execution of the contract or agreement; or
- b. That the *insured* would have in the absence of the contract or agreement.

##### 3. Workers' Compensation

Any obligation for which the *insured* or the *insured's* insurer may be held liable under any workers' compensation law, disability benefits law, unemployment compensation law or any similar law.

##### 4. Employee Indemnification and Employer's Liability

*Bodily injury* to:

- a. An *employee* of the *insured* arising out of and in the course of:
  - (1) Employment by the *insured*; or
  - (2) Performing duties related to the conduct of the *insured's* business; or
- b. The spouse, child, parent, brother or sister of that *employee* as a consequence of paragraph a above.
- c. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of *bodily injury* to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

This exclusion applies:

- (1) Whether the *insured* may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to *bodily injury* to domestic *employees* not entitled to workers' compensation benefits or to liability assumed by the *insured* under an *insured contract*. For the purposes of the Coverage Form, a domestic *employee* is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

*Bodily injury* to any fellow *employee* of the *insured* arising out of and in the course of the fellow *employee's* employment or while performing duties related to the conduct of your business.

#### 6. Care, Custody or Control

*Property damage* to or covered *pollution cost or expense* involving:

- a. Property owned, rented or occupied by the *insured*;
- b. Property loaned to the *insured*;
- c. Property held for sale or being transported by the *insured*; or
- d. Property in the *insured's* care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Leased Autos

Any covered *auto* while leased or rented to others. But this exclusion does not apply to a covered *auto* you rent to one of your customers while their *auto* is left with you for service or repair.

#### 8. Pollution Exclusion Applicable to Garage Operations - Other Than Covered Autos

- a. *Bodily injury* or *property damage* arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants*:
  - (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any *insured*;
  - (2) At or from any premises, site or location that is or was at any time used by or for any *insured* or others for the handling, storage, disposal, processing or treatment of waste;

- (3) At or from any premises, site or location on which any *insured* or any contractors or subcontractors working directly or indirectly on any *insured's* behalf are performing operations:

- (a) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the *pollutants*; or
- (b) If the *pollutants* are brought on or to the premises, site or location in connection with such operations by such *insured*, contractor or subcontractor.

- (4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any *insured* or any person or organization for whom you may be legally responsible.

Paragraphs a(1) and a(3)(b) do not apply to *bodily injury* or *property damage* arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph a(1) does not apply to *bodily injury* if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph a(3)(b) does not apply to *bodily injury* or *property damage* sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

- b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*;
- (2) Claim or *suit* by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of *pollutants*.

However, this paragraph does not apply

to liability for damages because of *property damage* that the *insured* would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or *suit* by or on behalf of a governmental authority.

**9. Pollution Exclusion Applicable to Garage Operations - Covered Autos**

*Bodily injury* or *property damage* arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants*:

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered *auto*;
  - (2) Otherwise in the course of transit by or on behalf of the *insured*; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered *auto*;
- b. Before the *pollutants* or any property in which the *pollutants* are contained are moved from the place where they are accepted by the *insured* for movement into or onto the covered *auto*; or
- c. After the *pollutants* or any property in which the *pollutants* are contained are moved from the covered *auto* to the place where they are finally delivered, disposed of or abandoned by the *insured*.

Paragraph a above does not apply to fuels, lubricants, fluids, exhaust gases or other similar *pollutants* that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered *auto* or its parts, if the *pollutants* escape, seep, migrate, or are discharged, dispersed or released directly from an *auto* part designed by its manufacturer to hold, store, receive or dispose of such *pollutants*.

Paragraphs b and c above of this exclusion do not apply to *accidents* that occur away from premises owned by or rented to an *insured* with respect to *pollutants* not in or upon a covered *auto* if:

- (1) The *pollutants* or any property in which the *pollutants* are contained are upset, overturned or damaged as a result of the maintenance or use of a covered *auto*; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused directly by such upset, overturn or damage.

**10. Racing**

Covered *autos* while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered *auto* is being prepared for such a contest or activity.

**11. Watercraft or Aircraft**

Any watercraft or aircraft except watercraft while ashore on premises where you conduct *garage operations*.

**12. Defective Products**

*Property damage* to any of your *products*, if caused by a defect existing in your *products* or any part of your *products*, at the time it was transferred to another.

**13. Work You Performed**

*Property damage* to work you performed if the *property damage* results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

**14. Loss of Use**

Loss of use of other property not physically damaged if caused by:

- a. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your *products* or work you performed. But this exclusion, 14b, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your *products* or work you performed after they have been put to their intended use.

**15. Product Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your *products* or work you performed or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**16. War**

*Bodily injury* or *property damage* due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

## 17. Liquor Liability

*Bodily injury* or *property damage* for which an *insured* may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you use the premises in part for the following purposes:

- (1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license; or
  - (b) Is for the purpose of financial gain or livelihood; or
- (2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

## C. LIMIT OF INSURANCE

### 1. Aggregate Limit of Insurance - Garage Operations - Other Than Covered Autos

For *garage operations* other than the ownership, maintenance or use of covered *autos*, the following applies:

Regardless of the number of *insureds*, claims made or *suits* brought or persons or organizations making claims or bringing *suits*, the most we will pay for the sum of all damages involving *garage operations* other than covered *autos* is the Aggregate Limit of Insurance - *Garage Operations - Other Than Covered Autos* for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance - *Garage Operations - Other Than Covered Autos* consist of damages resulting from *garage operations*, other than the ownership, maintenance or use of the *autos* indicated in Section I of this Coverage Form as covered *autos*, including the following coverages, if provided by endorsement:

- a. *Personal injury* liability coverage;
- b. *Personal and advertising injury* liability coverage;
- c. Host liquor liability coverage;
- d. Fire legal liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Nonowned watercraft coverage;
- g. Broad form products coverage.

Damages payable under the Each *Accident* Limit of Insurance - *Garage Operations - Other Than Covered Autos* are not payable under the Each *Accident* Limit of Insurance - *Garage Operations - Covered Autos*.

Subject to the above, the most we will pay for all damages resulting from all *bodily injury* and *property damage* resulting from any one *accident* is the Each *Accident* Limit of Insurance - *Garage Operations - Other Than Covered Autos* for Liability Coverage shown in the Declarations.

All *bodily injury* and *property damage* resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one *accident*.

The Aggregate Limit of Insurance - *Garage Operations - Other Than Covered Autos* applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - *Garage Operations - Other Than Covered Autos*.

### 2. Limit of Insurance - Garage Operations - Covered Autos

For *accidents* resulting from *garage operations* involving the ownership, maintenance or use of covered *autos*, the following applies:

Regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for the total of all damages and covered *pollution cost or expense* combined, resulting from any one *accident* involving a covered *auto* is the Each *Accident* Limit of Insurance - *Garage Operations - Covered Autos* for Liability Coverage shown in the Declarations.

Damages and covered *pollution cost or expense* payable under the Each *Accident* Limit of Insurance - *Garage Operations - Covered Autos* are not payable under the Each *Accident* Limit of Insurance - *Garage Operations - Other Than Covered Autos*.

All *bodily injury*, *property damage* and covered *pollution cost or expense* resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one *accident*.

No one will be entitled to receive duplicate payments for the same elements of *loss* under this Coverage Form and any Medical Payments Coverage endorsement, Uninsur-

ed Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

accident resulting from *property damage* to an auto as a result of *work you performed* on that auto.

#### D. DEDUCTIBLE

We will deduct \$100 from the damages in any

### SECTION III - GARAGEKEEPERS COVERAGE

#### A. COVERAGE

1. We will pay all sums the *insured* legally must pay as damages for *loss* to a *customer's auto* or *customer's auto* equipment left in the *insured's* care while the *insured* is attending, servicing, repairing, parking or storing it in your *garage operations* under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The *customer's auto's* collision with another object; or
- (2) The *customer's auto's* overturn.

##### b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

##### c. Collision Coverage

Caused by:

- (1) The *customer's auto's* collision with another object; or
- (2) The *customer's auto's* overturn.

2. We have the right and duty to defend any *insured* against a *suit* asking for these damages. However, we have no duty to defend any *insured* against a *suit* seeking damages for any *loss* to which this insurance does not apply. We may investigate and settle any claim or *suit* as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. Who Is an Insured

The following are *insureds* for *loss* to *customer's autos* and *customer's auto* equipment:

- a. You.
- b. Your partners (if you are a partnership), members (if you are a limited liability company), *employees*, directors or shareholders while acting within the scope of their duties as such.

#### 4. Coverage Extensions

##### Supplementary Payments

In addition to the Limit of Insurance, we will pay for the *insured*:

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any *suit* against the *insured* we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the *insured* at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the *insured* in any *suit* against the *insured* we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any *suit* against the *insured* we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

#### B. EXCLUSIONS

1. This insurance does not apply to any of the following:

##### a. Contractual Obligations

Liability resulting from any agreement by which the *insured* accepts responsibility for *loss*.

##### b. Theft

Loss due to theft or conversion caused in any way by you, your *employees* or by your shareholders.

##### c. Defective Parts

Defective parts or materials.

##### d. Faulty Work

Faulty *work* you performed.

2. We will not pay for *loss* to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a *customer's auto*.
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the *customer's auto* manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

#### C. LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. Regardless of the number of *customer's autos, insureds*, premiums paid, claims made or *suits* brought, the most we will pay for each *loss* at each location is the

Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location minus the applicable deductibles for *loss* caused by collision; and

- a. Theft or mischief or vandalism; or
- b. All Perils.
- 2. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all *loss* in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All Perils.
- 3. Sometimes to settle a claim or *suit*, we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

### SECTION IV - PHYSICAL DAMAGE COVERAGE

#### A. COVERAGE

- 1. We will pay for *loss* to a covered *auto* or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered *auto's* collision with another object; or
- (2) The covered *auto's* overturn.

##### b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered *auto*.

##### c. Collision Coverage

Caused by:

- (1) The covered *auto's* collision with another object; or
- (2) The covered *auto's* overturn.

#### 2. Towing - Nondealers Only

If your business is shown in the Declarations as something other than an *auto* dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered *auto* of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered *auto*, we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. *Loss* caused by hitting a bird or animal; and
- c. *Loss* caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered *auto's* collision or overturn considered a *loss* under Collision Coverage.

#### 4. Coverage Extension

##### a. Transportation Expenses

If your business is shown in the Declarations as something other than an *auto* dealership, we will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.



**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an *insured* becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered *auto*;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered *auto*; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered *auto*.

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. EXCLUSIONS**

1. We will not pay for *loss* caused by or resulting from any of the following. Such *loss* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the *loss*.

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for *loss* to any of the following:

- a. Any covered *auto* leased or rented to others unless rented to one of your customers while their *auto* is left with you for service or repair.
- b. Any covered *auto* while used in any professional or organized racing or de-

molition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for *loss* to any covered *auto* while that covered *auto* is being prepared for such contest or activity.

- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- f. Any accessories used with the electronic equipment described in paragraph e above.

Exclusions 2e and 2f do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered *auto* at the time of the *loss* or such equipment is removable from a housing unit which is permanently installed in the covered *auto* at the time of the *loss*, and such equipment is designed to be solely operated by use of the power from the *auto's* electrical system, in or upon the covered *auto*; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered *auto* or the monitoring of the covered *auto's* operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a above and permanently installed in the opening of the dash or console of the covered *auto* normally used by the manufacturer for installation of a radio.

**3. False Pretense**

We will not pay for *loss* to a covered *auto* caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
- b. Your acquiring an *auto* from a seller

who did not have legal title.

4. If your business is shown in the Declarations as an *auto dealership*, we will not pay for:

- a. Your expected profit, including loss of market value or resale value.
- b. Loss to any covered *auto* displayed or stored at any location not shown in Item Three of the Declarations if the loss occurs more than 45 days after your use of the location begins.
- c. Under the Collision Coverage, loss to any covered *auto* while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- d. Under the Specified Causes of Loss Coverage, loss to any covered *auto* caused by or resulting from the collision or upset of any vehicle transporting it.

5. We will not pay for loss to a covered *auto* due to *diminution of value*.

#### 6. Other Exclusions

We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown; or
- b. Blowouts, punctures or other road damage to tires.

### C. LIMITS OF INSURANCE

1. The most we will pay for loss to any one covered *auto* is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of loss; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. For those businesses shown in the Declarations as *auto dealerships*, the following provisions also apply:
  - a. Regardless of the number of covered *autos* involved in the loss, the most we will pay for all loss at any one location is the amount shown in the Auto Dealers Supplementary Schedule for that location. Regardless of the number of covered *autos* involved in the loss, the

most we will pay for all loss in transit is the amount shown in the Auto Dealers Supplementary Schedule for loss in transit.

#### b. Quarterly or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered *autos* at the loss location exceeds what you last reported, when a loss occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

If the first report due is delinquent on the date of loss, the most we will pay will not exceed 75% of the Limit of Insurance shown in the Auto Dealers Supplementary Schedule for the applicable location.

#### c. Nonreporting Premium Basis

If, when loss occurs, the total value of your covered *autos* exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when loss occurred.

### D. DEDUCTIBLE

For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

#### 1. Auto Dealers Only Special Deductible Provisions

If your business is shown in the Declarations as an *auto dealership*:

- a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to loss caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All Perils.
- b. Regardless of the number of covered *autos* damaged or stolen, the per loss deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all loss in any one event caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All Perils.

## 2. Nondealers Only Special Deductible Provisions

If your business is shown in the Declarations as something other than an *auto*

dealership, the Comprehensive Coverage deductible does not apply to *loss* caused by fire or lightning.

## SECTION V - GARAGE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of *loss*, either may demand an appraisal of the *loss*. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of *loss*. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of *accident*, claim, *suit* or *loss*, you must give us or our authorized representative prompt notice of the *accident* or *loss*. Include:

- (1) How, when and where the *accident* or *loss* occurred;
- (2) The *insured's* name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved *insured* must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the *insured's* own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or *suit*.
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the *suit*.

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is *loss* to a covered *auto* or its equipment you must also do the following:

- (1) Promptly notify the police if the covered *auto* or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered *auto* from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered *auto* and records proving the *loss* before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the *insured* has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the *insured's* liability.

#### 4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the *auto* from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the *loss*, our payment will include the applicable sales tax for the damaged or stolen property.

## 5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after *accident* or *loss* to impair them.

## B. GENERAL CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the *insured* or the *insured's* estate will not relieve us of any obligations under this Coverage Form.

### 2. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other *insured*, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered *auto*;
- c. Your interest in the covered *auto*; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

- a. For any covered *auto* you own, this Coverage Form provides primary insurance. For any covered *auto* you do not own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered *auto* which is a *trailer* is connected to another vehicle, the Liability Coverage this Coverage Form provides for the *trailer* is:
  - (1) Excess while it is connected to a motor vehicle you do not own;
  - (2) Primary while it is connected to a covered *auto* you own.
- b. For Hired Auto Physical Damage Coverage, any covered *auto* you lease,

hire, rent or borrow is deemed to be a covered *auto* you own. However, any *auto* that is leased, hired, rented or borrowed with a driver is not a covered *auto*.

- c. Regardless of the provisions of paragraph a above, this Coverage Form's Liability Coverage is primary for any liability assumed under an *insured contract*.
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the First Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

- a. Under this Coverage Form, we cover:
  - (1) *Bodily injury, property damage and losses* occurring; and
  - (2) *Covered pollution cost or expense* arising out of *accidents* occurring during the policy period shown in the Declarations and within the coverage territory.
- b. The coverage territory is:
  - (1) The United States of America;
  - (2) The territories and possessions of the United States of America;
  - (3) Puerto Rico;
  - (4) Canada; and
  - (5) Anywhere in the world if:

- (a) A covered *auto* of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The *insured's* responsibility to pay damages is determined in a *suit* on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- c. We also cover *bodily injury, property damage, covered pollution cost or expense* and *losses* while a covered *auto* is being transported between any of these places.
- d. The coverage territory is extended to anywhere in the world if the *bodily injury* or *property damage* is caused by one of your *products* which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original *suit* for damages resulting from such *bodily injury* or *property damage* must be brought in one of these places.

e. The coverage territory is extended to anywhere in the world if:

- (1) A covered *auto* of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The *insured's* responsibility to pay damages is determined in a *suit* on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### 8. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same *accident*, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

### SECTION VI - DEFINITIONS

- A. "*Accident*" includes continuous or repeated exposure to the same conditions resulting in *bodily injury* or *property damage*.
- B. "*Auto*" means a land motor vehicle, *trailer* or semitrailer.
- C. "*Bodily injury*" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "*Covered pollution cost or expense*" means any cost or expense arising out of:
  - 1. Any request, demand, order or statutory or regulatory requirement; or
  - 2. Any claim or *suit* by or on behalf of a governmental authority demanding that the *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*.

*Covered pollution cost or expense* does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants*:

  - a. That are, or that are contained in any property that is:
    - (1) Being transported or towed by,

handled, or handled for movement into, onto or from the covered *auto*;

- (2) Otherwise in the course of transit by or on behalf of the *insured*;
- (3) Being stored, disposed of, treated or processed in or upon the covered *auto*; or

- b. Before the *pollutants* or any property in which the *pollutants* are contained are moved from the place where they are accepted by the *insured* for movement into or onto the covered *auto*; or
- c. After the *pollutants* or any property in which the *pollutants* are contained are moved from the covered *auto* to the place where they are finally delivered, disposed of or abandoned by the *insured*.

Paragraph a above does not apply to fuels, lubricants, fluids, exhaust gases or other similar *pollutants* that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered *auto* or its parts, if the *pollutants* escape, seep, migrate, or are discharged, dispersed or released directly from an *auto* part designed by its manufacturer to hold, store, receive or dispose of such *pollutants*.

Paragraphs b and c above do not apply to accidents that occur away from premises owned by or rented to an *insured* with respect to *pollutants* not in or upon a covered *auto* if:

- (1) The *pollutants* or any property in which the *pollutants* are contained are upset, overturned or damaged as a result of the maintenance or use of a covered *auto*; and
  - (2) The discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused directly by such upset, overturn or damage.
- E. "Customer's *auto*" means a customer's land motor vehicle, *trailer* or semitrailer. It also includes any *customer's auto* while left with you for service, repair, storage or safekeeping. Customers include *employees*, and members of their households who pay for services performed.
- F. "Diminution of value" means the actual or perceived loss in market value or resale value which results from a direct and accidental loss.
- G. "Employee" includes a *leased worker*. *Employee* does not include a *temporary worker*.
- H. "Garage operations" mean the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. *Garage operations* include the ownership, maintenance or use of the *autos* indicated in Section I of this Coverage Form as covered *autos*. *Garage operations* also include all operations necessary or incidental to a garage business.
- I. "Insured" means any person or organization qualifying as an *insured* in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each *insured* who is seeking coverage or against whom a claim or *suit* is brought.
- J. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad.
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for *bodily injury* or *property damage* to a third party or

organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

6. An elevator maintenance agreement;
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your *employees*, of any *auto*. However, such contract or agreement shall not be considered an *insured contract* to the extent that it obligates you or any of your *employees* to pay *property damage* to any *auto* rented or leased by you or any of your *employees*.

An *insured contract* does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
  2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you;
  3. That pertains to the loan, lease or rental of an *auto* to you or any of your *employees*, if the *auto* is loaned, leased or rented with a driver;
  4. That holds a person or organization engaged in the business of transporting property by *auto* for hire harmless for your use of a covered *auto* over a route or territory that person or organization is authorized to serve by public authority; or
  5. That indemnifies a railroad for *bodily injury* or *property damage* arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. *Leased worker* does not include a *temporary worker*.
- L. "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, *loss* also includes any resulting loss of use.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be re-

cycled, reconditioned or reclaimed.

N. "Products" includes:

1. The goods or products you made or sold in a garage business; and
2. The providing of or failure to provide warnings or instructions.

O. "Property damage" means damage to or loss of use of tangible property.

P. "Suit" means a civil proceeding in which:

1. Damages because of *bodily injury* or *property damage*; or
2. A *covered pollution cost or expense*, to which this insurance applies are alleged.

*Suit* includes:

1. An arbitration proceeding in which such damages or *covered pollution costs or expenses* are claimed and to which the *in-*

*sured* must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages or *covered pollution costs or expenses* are claimed and to which the *insured* submits with our consent.

Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

R. "Trailer" includes semitrailer.

S. "Work you performed" includes:

1. Work that someone performed on your behalf; and
2. The providing of or failure to provide warnings or instructions.

## ILLINOIS UNINSURED AND UNDERINSURED MOTORISTS COVERAGES

CA-7162(3-04)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Illinois:

### 1. COVERAGE

#### a. Uninsured Motorists Coverage

We will pay all sums the *insured* is legally entitled to recover as compensatory damages from the owner or driver of an *uninsured motor vehicle*. The damages must result from:

- (1) *Bodily injury* sustained by the *insured* caused by an *accident*. This coverage applies only if the Declarations indicate that Uninsured Motorists Bodily Injury Coverage applies; or
- (2) *Property damage* caused by an *accident* arising out of actual physical contact with a covered *auto*. This coverage applies only if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the *uninsured motor vehicle*.

Any judgment for damages arising out of a *suit* brought without our written consent is not binding on us.

#### b. Underinsured Motorists Coverage

We will pay all sums the *insured* is legally entitled to recover as compensatory damages from the owner or driver of an *underinsured motor vehicle*. The damages must result from *bodily injury* sustained by the *insured* caused by an *accident*. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the *underinsured motor vehicle*.

We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:

- (1) We have been given prompt written notice of a *tentative settlement* and decide to advance payment to the *insured* in an amount equal to that *tentative settlement* within 30 days after receipt of notification; or

- (2) We and an *insured* have reached a *settlement agreement*.

Any judgment for damages arising out of a *suit* brought without written notice to us is not binding on us.

### 2. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

- a. An individual, then the following are *insureds*:

- (1) The Named Insured and any *family members*.
- (2) Anyone else *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, loss or destruction.
- (3) Anyone for damages he or she is entitled to recover because of *bodily injury* sustained by another *insured*.

- b. A partnership, limited liability company, corporation or any other form of organization, then the following are *insureds*:

- (1) Anyone *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, loss or destruction.
- (2) Anyone for damages he or she is entitled to recover because of *bodily injury* sustained by another *insured*.

### 3. EXCLUSIONS

This insurance does not apply to any of the following:

- a. Any claim settled with the owner or driver of an *uninsured motor vehicle* without our consent.
- b. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation law, disability benefits law or similar law.
- c. *Bodily injury* sustained by:
  - (1) An individual Named Insured while *occupying* any vehicle owned by that Named Insured that is not a covered *auto* for Uninsured Motorists Coverage under this Coverage Form;
  - (2) Any *family member* while *occupying* any vehicle owned by that *family member* that is not a covered *auto* for Uninsured Motorists Coverage under this Coverage Form; or
  - (3) Any *family member* while *occupying*



any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

d. *Bodily injury* sustained by:

- (1) An individual Named Insured while occupying any vehicle owned by that Named Insured that is not a covered *auto* for Underinsured Motorists Coverage under this Coverage Form;
- (2) Any *family member* while occupying any vehicle owned by that *family member* that is not a covered *auto* for Underinsured Motorists Coverage under this Coverage Form; or
- (3) Any *family member* while occupying any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

e. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

f. Punitive or exemplary damages.

g. The first \$250 of the amount of *property damage* to a covered *auto* as a result of any one *accident*.

h. *Property damage* to any motor vehicle owned by the insured for which the insured purchased collision coverage under this policy or any other policy.

i. *Property damage* if the owner or driver of the *uninsured motor vehicle* cannot be identified.

4. LIMIT OF INSURANCE

a. Uninsured Motorists Coverage

(1) The Uninsured Motorists Bodily Injury Coverage Limit of Insurance shown in the Declarations applies regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*.

(a) The "each person" Limit of Insurance is the most we will pay for all damages resulting from *bodily injury* to any one person caused by any one *accident*, including all damages claimed by any person or organization for care and loss of services or death resulting from the *bodily injury*.

(b) Subject to the "each person" Limit of Insurance, the "each accident" Limit of Insurance is the most we will pay for all damages resulting from *bodily injury* caused by any one *accident*.

(c) No one will be entitled to receive duplicate payments for the same elements of *loss* under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of *loss* for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of *loss* if a person is entitled to receive payment for the same element of *loss* under any workers' compensation, disability benefits or similar law.

(2) The Uninsured Motorists Property Damage Coverage Limit of Insurance shown in the Declarations applies regardless of the number of covered *autos*, premiums paid, claims made or vehicles involved in the *accident*.

The most we will pay for all damages resulting from any one *accident* will be the lesser of \$15,000 or the actual cash value of the damaged *auto* at the time of the *accident*.

Any amount payable under this coverage will be reduced by all sums paid by or for anyone who is legally responsible.

b. Underinsured Motorists Coverage

The Underinsured Motorists Coverage Limit of Insurance shown in the Declarations applies regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*.

(1) The "each person" Limit of Insurance is the most we will pay for all damages resulting from *bodily injury* to any one person caused by any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*.

(2) Subject to the "each person" Limit of Insurance, the "each accident" Limit of Insurance is the most we will pay for all damages resulting from *bodily injury* caused by any one *accident*.

(3) Except in the event of a *settlement agreement*, the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:

- (a) By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
  - (b) Under any workers' compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
  - (c) Under any automobile medical payments coverage.
- (4) In the event of a *settlement agreement*, the maximum Limit of Insurance for this coverage shall be the amount by which the "each person" and "each accident" Limits of Insurance for this coverage exceed the respective limits of *bodily injury* liability bonds or policies applicable to the owner or driver of the *underinsured motor vehicle*.
- (5) No one will be entitled to receive duplicate payments for the same elements of *loss* under this Coverage Form and any Liability Coverage Form.

## 5. CHANGES IN CONDITIONS

a. The Conditions are changed for Uninsured Motorists Bodily Injury Coverage as follows:

- (1) Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary and Excess Insurance Provisions in the Truckers Endorsement and Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- (a) The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- (b) Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible *bodily injury* uninsured motorists insurance providing coverage on a primary basis.
- (c) If the coverage under this Coverage Form is provided:
  - (i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a

primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

- (2) Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

- (a) Promptly notify the police if a hit-and-run driver is involved; and
- (b) Promptly send us copies of the legal papers if a *suit* is brought.

- (3) Legal Action Against Us is replaced by the following:

- (a) No one may bring legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- (b) Any legal action against us must be brought within two years after the date of the *accident*. However, this Paragraph (3)(b) does not apply to an *insured* if, within two years after the date of the *accident*, arbitration proceedings have commenced in accordance with the provisions of the Coverage Form.

- (4) Transfer of Rights of Recovery Against Others to Us does not apply.

- (5) The following Conditions are added:

If we make any payment and the *insured* recovers from another party, the *insured* shall hold the proceeds in trust for us and pay us back the amount we have paid.

## ARBITRATION

If we and an *insured* disagree whether the *insured* is legally entitled to recover damages from the owner or driver of an *uninsured motor vehicle* or do not agree as to the amount of damages, then the disagreement will be settled in accordance with the rules of the American Arbitration Association. However, if the *insured* requests, we and the *insured* will each select an arbitrator. The two arbitrators will select a third. If the

arbitrators are not selected within 45 days of the *insured's* request, either party may request that arbitration be submitted to the American Arbitration Association. A decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

- (1) \$50,000 for *bodily injury* to any one person/\$100,000 for *bodily injury* to two or more persons caused by any one *accident*; or
- (2) The Limit of Uninsured Motorists Insurance shown in the Declarations.

We will bear all the expenses of the arbitration except when the *insured's* recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the *insured* will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the *insured's* recovery exceeds the statutory minimum.

Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Local rules of law as to arbitration procedure and evidence will apply.

b. The Conditions are changed for Uninsured Motorists Property Damage Coverage as follows:

- (1) Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary and Excess Insurance Provisions in the Truckers Endorsement and Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- (a) The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- (b) Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible *property damage* uninsured motorists insurance providing coverage on a primary basis.
- (c) If the coverage under this Coverage Form is provided:

- (i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

(2) Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

- (a) Promptly send us copies of the legal papers if a *suit* is brought; and
- (b) Provide us with the name and address of the owner of the *uninsured motor vehicle* or a registration number and description of such vehicle, or any other available information to establish that there is no applicable motor vehicle property damage liability coverage.

(3) Legal Action Against Us is replaced by the following:

- (a) No one may bring legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- (b) Any legal action against us must be brought within two years after the date of the *accident*. However, this Paragraph (3)(b) does not apply to an *insured* if, within two years after the date of the *accident*, arbitration proceedings have commenced in accordance with the provisions of the Coverage Form.

(4) Transfer of Rights of Recovery Against Others to Us does not apply.

(5) The following Conditions are added:

**REIMBURSEMENT AND TRUST**

If we make any payment and the *insured* recovers from another party, the *insured* shall hold the proceeds in trust for us and pay us back the amount we have paid.

## ARBITRATION

If we and an *insured* disagree whether the *insured* is legally entitled to recover damages under this coverage or do not agree as to the amount of damages that are recoverable by that *insured*, then the matter may be arbitrated. The *insured* may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

### c. The Conditions are changed for Underinsured Motorists Coverage as follows:

- (1) Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary and Excess Insurance Provisions in the Truckers Endorsement and Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- (a) The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- (b) Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- (c) If the coverage under this Coverage Form is provided:
  - (i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

### (2) Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

- (a) Give us written notice of a *tentative settlement* and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or driver of the *underinsured motor vehicle*.
- (b) File *suit* against the owner or driver of the *underinsured motor vehicle* prior to the conclusion of a *settlement agreement*. Such *suit* cannot be abandoned or settled without giving us written notice of a *tentative settlement* and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or driver of the *underinsured motor vehicle*.
- (c) Promptly send us copies of the legal papers if a *suit* is brought.

### (3) Legal Action Against Us is replaced by the following:

- (a) No one may bring legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- (b) Any legal action against us under this Coverage Form must be brought within two years after the date of the *accident*. However, this Paragraph (3)(b) does not apply if, within two years after the date of the *accident*:
  - (i) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
  - (ii) The *insured* has filed an action for *bodily injury* against the owner or operator of an *underinsured motor vehicle*, and such action is:
    - (a) filed in a court of competent jurisdiction; and

- (b) not barred by the applicable state statute of limitations.

(4) The following is added to Transfer of Rights of Recovery Against Others to Us:

Transfer of Rights of Recovery Against Others to Us does not apply to damages caused by an *accident* with an *underinsured motor vehicle* if we:

- (a) Have been given written notice of a *tentative settlement* between an *insured* and the insurer of an *underinsured motor vehicle*; and
- (b) Fail to advance payment to the *insured* in an amount equal to the *tentative settlement* within 30 days after receipt of the notice.

If we advance payment to the *insured* in an amount equal to the *tentative settlement* within 30 days after receipt of the notice:

- (a) That payment will be separate from any amount the *insured* is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (b) We will also have a right to recover the advanced payment.

However, in the event of a *settlement agreement*, we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or driver of the *underinsured motor vehicle*.

(5) The following Conditions are added:

**REIMBURSEMENT AND TRUST**

If we make any payment and the *insured* recovers from another party, the *insured* shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a *settlement agreement*, we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the *underinsured motor vehicle*.

**ARBITRATION**

If we and an *insured* disagree whether the *insured* is legally entitled to recover damages from the owner or driver of an *underinsured motor vehicle* or do not agree as to the amount of damages that are recoverable by that *insured*, then the matter may be arbitrated. However, disputes concerning coverage under Underinsured Motorists Coverage

may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**6. ADDITIONAL DEFINITIONS**

As used in this endorsement:

- a. "*Family member*" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- b. "*Occupying*" means in, upon or getting in, on, out or off.
- c. "*Property damage*" means injury to or destruction of a covered *auto*. However, *property damage* does not include loss of use or damage to personal property contained in a covered *auto*.
- d. "*Settlement agreement*" means we and an *insured* agree that the *insured* is legally entitled to recover, from the owner or driver of the *underinsured motor vehicle*, damages for *bodily injury* and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the *insured* with the owner or driver of the *underinsured motor vehicle*.
- e. "*Tentative settlement*" means an offer from the owner or driver of the *underinsured motor vehicle* to compensate an *insured* for damages incurred because of *bodily injury* sustained in an *accident* involving an *underinsured motor vehicle*.
- f. (1) With respect to Uninsured Motorists Bodily Injury Coverage, "*uninsured motor vehicle*" means a land motor vehicle or trailer.
  - (a) For which no liability bond or policy at the time of an *accident* provides at least the amounts required by the applicable law where a covered *auto* is principally garaged;
  - (b) For which an insuring or bonding company denies coverage or is or becomes insolvent; or

- (c) Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an *insured*, a covered *auto* or a vehicle an *insured* is *occupying*. If there is no physical contact with the hit-and-run vehicle, the facts of the *accident* must be proved.
- (2) With respect to Uninsured Motorists Property Damage Coverage, "*uninsured motor vehicle*" means a land motor vehicle or *trailer*:
  - (a) For which no liability bond or policy providing coverage for *property damage* applies at the time of the *accident*;
  - (b) For which no liability bond or policy at the time of an *accident* provides at least the amount required for *property damage* liability covered by the Illinois Safety Responsibility Law; or
  - (c) For which an insuring or bonding company denies coverage or is or becomes insolvent.
- (3) However, with respect to both Uninsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages, *uninsured motor vehicle* does not include any vehicle:
  - (a) Owned or operated by a self-insurer under any applicable motor ve-

hicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

- (b) Owned by a governmental unit or agency; or
- (c) Designed for use mainly off public roads while not on public roads.

g. "*Underinsured motor vehicle*" means a land motor vehicle or *trailer* for which the sum of all *bodily injury* liability bonds or insurance policies at the time of the *accident* provides at least the amounts required by the applicable law where a covered *auto* is principally garaged, but their limits:

- (1) Are less than the limits of this coverage; or
- (2) Have been reduced by payments to persons, other than an *insured*, injured in the *accident*, to less than the limits of this coverage.

However, *underinsured motor vehicle* does not include any vehicle:

- (1) Owned or operated by any self-insurer under any applicable motor vehicle law;
- (2) Owned by a governmental unit or agency;
- (3) Designed for use mainly off public roads while not on public roads; or
- (4) Which is an *uninsured motor vehicle*.

## TRUTH IN LENDING

CA-7096(12-93)

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that:

1. Such insurance as is afforded under the Garage Coverage Form for Liability Coverage applies to damages solely due to Section 130, Civil Liability, of Title I (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et. seq.) because of error or omission in failing to comply with said Act subject to the Limit of Insurance

shown in the Schedule for the aggregate total of all payments for damages arising from acts of error or omission committed during the policy period.

2. This extension of coverage does not apply to liability arising out of Section 112, Criminal Liability, of Title I (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et. seq.).

3. We shall have the right and duty to defend any *suit* against the *insured* seeking damages on account of such error or omission, even if any of the allegations of the *suit* are groundless, false or fraudulent and may make such investigation and settlement of any claim or *suit* as we deem expedient.

## SCHEDULE

### Limit of Insurance

\$300,000

## BROADENED COVERAGE - GARAGES

CA-2514F(10-03)

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## SECTION 1 - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

### 1. COVERAGE

We will pay all sums the *insured* legally must pay as damages because of *personal and advertising injury* caused by an offense arising out of your business, but only if the offense was committed in the coverage territory during the policy period.

We will have the right and duty to defend any *insured* against a *suit* asking for these damages. However, we have no duty to defend any *insured* against a *suit* seeking damages for *personal and advertising injury* to which this insurance does not apply. We may investigate and settle any claim or *suit* as we consider appropriate. Our duty to defend or settle ends when the Personal and Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

#### a. Who Is an Insured

The following are *insureds*:

- (1) You and your spouse.
- (2) Your partners (if you are partnership) and their spouses, or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses, or members (if you are a limited liability company) or their spouses is an *insured* for *personal and advertising injury* resulting from the conduct of any other partnership or limited liability company.
- (3) Your *employees*, executive officers, directors and stockholders but only while acting within the scope of their duties.

#### b. Coverage Extensions

##### Supplementary Payments

In addition to the Personal Injury and Advertising Injury Limit of Insurance, we will pay for the *insured*:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments in any *suit* against the *insured* we defend, but only for bond amounts within the Personal Injury and Advertising Injury Limit of Insurance.

- (3) All reasonable expenses incurred by the *insured* at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against the *insured* in any *suit* against the *insured* we defend.
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment in any *suit* against the *insured* we defend, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal Injury and Advertising Injury Limit of Insurance.

### 2. EXCLUSIONS

#### a. This insurance does not apply to *personal and advertising injury*:

- (1) For which the *insured* has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the *insured* would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the *insured* with the knowledge that the act would violate the rights of another and would inflict *personal and advertising injury*.
- (3) Arising out of oral or written publication of material, if done by or at the direction of the *insured* with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of a criminal act committed by or at the direction of the *insured*.
- (6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your *advertisement*.
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your *advertisement*.
- (8) Arising out of the wrong description of the price of goods, products or services stated in your *advertisement*.
- (9) Committed by an *insured* whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to paragraphs a, b and c of *personal and advertising*

*injury* under the Additional Definitions Section.

(10) To:

- (a) A person arising out of any:
  - (i) Refusal to employ that person;
  - (ii) Termination of that person's employment; or
  - (iii) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (b) Spouse, child, parent, brother or sister of that person as a consequence of *personal injury* to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (11) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants* at any time.
- b. This insurance does not apply to any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any *insured* or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*; or
  - (2) Claim or *suit* by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of *pollutants*.
- c. The following is added to paragraph B Exclusions of Section II - Liability Coverage:

**Personal and Advertising Injury**

*Bodily injury* arising out of *personal* and *advertising injury*.

**3. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE**

The following is added to the Aggregate Limit of Insurance - *Garage Operations* - Other Than Covered *Autos* provision in Section II - Liability Coverage:

Subject to the Aggregate Limit of Insurance - *Garage Operations* - Other Than Covered *Autos* and regardless of the number of *insureds*, claims made or *suits* brought or persons or organizations making claims or bringing *suits*, the most we will pay for the sum of all damages because of all *personal and advertising injury* sustained by any one person or organization is the Personal and Advertising Injury Limit of Insurance shown in the Schedule of the Broadened Coverage - Garages Endorsement.

The Each *Accident* Limit of Insurance - *Garage Operations* - Other Than Covered *Autos* for Liability Coverage, does not apply to damages we pay because of *personal and advertising injury*.

**4. ADDITIONAL DEFINITIONS**

As used in this endorsement:

- a. "*Personal and advertising injury*" means injury including consequential *bodily injury* arising out of one or more of the following offenses:
  - (1) False arrest, detention or imprisonment;
  - (2) Malicious prosecution;
  - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - (4) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - (5) Oral or written publication of material that violates a person's right of privacy;
  - (6) The use of another's advertising idea in your *advertisement*; or
  - (7) Infringing on another's copyright, trade dress or slogan in your *advertisement*.
- b. "*Advertisement*" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.



## SECTION II - HOST LIQUOR LIABILITY COVERAGE

Liability Coverage is changed by adding the following:

We will also pay all sums the *insured* legally must pay as damages because of *bodily injury* or *property damage* arising out of the giving or serving of alcoholic beverages at functions incidental to your *garage operations* provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

## SECTION III - FIRE LEGAL LIABILITY COVERAGE

Liability Coverage for *garage operations* is changed as follows:

1. The insurance applies to *property damage* caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
2. Exclusions 3 through 17 do not apply to the insurance provided by this endorsement.
3. Subject to the Aggregate Limit of Insurance - *Garage Operations* - Other Than Covered *Autos*, the most we will pay for all *property damage* resulting from any one fire is \$100,000 unless another limit is shown in the Schedule of the Broadened Coverage - Garages Endorsement.
4. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the *insured*.

## SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to any *insured* in the business or occupation of providing any of the services listed under the following definition.

As used in this endorsement:

"*Bodily injury*" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

*Bodily injury* also includes injury resulting from:

1. Providing or failing to provide any medical or related professional health care services;
2. Furnishing food or drink connected with any medical or other professional health care services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

## SECTION V - NONOWNED WATERCRAFT COVERAGE

Liability Coverage is changed as follows:

1. The Watercraft or Aircraft Exclusion is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 26 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft ashore on premises where you conduct *garage operations*.

2. If there is other applicable insurance covering damages payable under Nonowned Watercraft Coverage, we will not make any payments under this coverage.

## SECTION VI - ADDITIONAL PERSONS INSURED

Liability Coverage is changed by adding the following to Who Is an Insured:

If you are a partnership, the spouse of a partner is an *insured* with respect to the conduct of your garage business.

## SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESS (90 days)

As used in this endorsement:

"*Insured*" means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each *insured* who is seeking coverage or against whom a claim or *suit* is brought.

*Insured* also includes as named *insured* any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, *insured* does not include any garage business:

1. That is a joint venture;
2. That is an *insured* under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. Ninety days or more after its acquisition or formation by you.

## SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

1. The Policy Period, Coverage Territory Garage Condition is changed by adding the following:

We also cover *bodily injury*, *property damage*, or *personal and advertising injury* that:

- a. Occurs during the policy period shown in the Declarations; and
- b. Is caused by an *insured* who permanently lives within the coverage territory while the *insured* is temporarily outside of one of those places.

The original *suit* for damages resulting from such *bodily injury, property damage, or personal and advertising injury* must be brought within the coverage territory.

2. We will not provide Limited Worldwide Liability Coverage for any *work you performed*.

#### SCHEDULE

Coverages	Limit of Insurance
PERSONAL AND ADVERTISING INJURY	\$ 500,000

#### ILLINOIS GARAGE LIABILITY COVERAGE CHANGES

CA-7224(6-03)

This endorsement modifies insurance provided under the following:

##### GARAGE COVERAGE FORM

#### 1. Changes in Liability Coverage

Paragraph a of item 3, Who is an Insured, under Part A, Coverage, in Section II - Liability Coverage is replaced by the following:

- a. The following are *insureds* for covered *autos*:

- (1) You for any covered *auto*;
- (2) Anyone else while using with your permission a covered *auto* you own, hire or borrow except:
  - (a) The owner or anyone else from whom you hire or borrow a covered *auto*. This exception does not apply if the covered *auto* is a *trailer* connected to a covered *auto* you own.
  - (b) Your *employee* if the covered *auto* is owned by that *employee* or a member of his or her household.
  - (c) Your customers, if your business is shown in the Declarations as an *auto* dealership, but only for amounts in excess of the limits required by the Illinois Safety Responsibility Law. Your customers are *insureds* up to the limits required by the Illinois Safety Responsibility Law.
  - (d) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered *auto* owned by him or her or a member of his or her household.
- (3) Anyone liable for the conduct of an *insured* described above but only to the extent of that liability.

#### 2. Changes in General Conditions

The following is added to the Other Insurance Condition:

- e. Liability Coverage provided by this Coverage Form for any *auto* you do not own is primary if:
  - (1) The *auto* is owned or held for sale or lease by a new or used vehicle dealership;
  - (2) The *auto* is operated by an *insured* with the permission of the dealership described in Paragraph e.(1) while your *auto* is being repaired or evaluated; and
  - (3) The Limit of Insurance for Liability Coverage under this policy is at least:
    - (a) \$100,000 for *bodily injury* to any one person caused by any one *accident*;
    - (b) \$300,000 for *bodily injury* to two or more persons caused by any one *accident*; and
    - (c) \$50,000 for *property damage* caused by any one *accident*.
- f. If you are a new or used vehicle dealership, Liability Coverage provided by this Coverage Form for any *auto* you own or hold for sale or lease, which is operated by an *insured* with your permission while such *insured's auto* is being repaired or evaluated is excess over any other collectible insurance if such *insured* has liability insurance providing limits of at least:
  - (1) \$100,000 for *bodily injury* to any one person caused by any one *accident*;
  - (2) \$300,000 for *bodily injury* to two or more persons caused by any one *accident*; and
  - (3) \$50,000 for *property damage* caused by any one *accident*.

## MISSOURI UNDERINSURED MOTORISTS COVERAGE

CA-3104F(4-01)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. COVERAGE

1. We will pay all sums the *insured* is legally entitled to recover as compensatory damages from the owner or driver of an *underinsured motor vehicle*. The damages must result from *bodily injury* sustained by the *insured* caused by an *accident*. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the *underinsured motor vehicle*.
2. We will pay under this coverage only if a or b below applies:
  - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an *insured* and the insurer of the *underinsured motor vehicle* and we:
    - (1) Have been given prompt written notice of such tentative settlement; and
    - (2) Advance payment to the *insured* in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a *suit* brought without our written consent is not binding on us.

### B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are *insureds*:
  - a. The Named Insured and any *family members*. However, this does not include any *family member*, other than the Named Insured's spouse, who owns an *auto*.
  - b. Anyone else *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of

service because of its breakdown, repair, servicing, loss or destruction.

- c. Anyone for damages he or she is entitled to recover because of *bodily injury* sustained by another *insured*.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are *insureds*:
    - a. Anyone *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, loss or destruction.
    - b. Anyone for damages he or she is entitled to recover because of *bodily injury* sustained by another *insured*.

### C. EXCLUSIONS

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. *Bodily injury* sustained by any person while *occupying* or struck by any vehicle owned by the Named Insured or if the Named Insured is an individual, any *family member*, that is not a covered *auto*. However, this exclusion does not apply to an individual Named Insured.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.

### D. LIMIT OF INSURANCE

1. Regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for all damages resulting from any one *accident* is the limit of Underinsured Motorists Coverage shown in the Declarations.
2. We will not pay for any element of loss if a person is entitled to receive duplicate payment under any of the following or similar law:
  - a. Workers' compensation law; or
  - b. Disability benefits law.
3. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage and this policy's Liability Coverage.
4. We will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible.

## E. CHANGES IN CONDITIONS

The Conditions are changed for Missouri Underinsured Motorists Coverage as follows:

1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a *suit* is brought.
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the *insured* and the insurer of the *underinsured motor vehicle* and allow us to advance payment to that *insured* in an amount equal to the tenta-

tive settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such *underinsured motor vehicle*.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the *insured* recovers from another party, the *insured* shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an *accident* with an *underinsured motor vehicle* if we:

- a. Have been given prompt written notice of a tentative settlement between an *insured* and the insurer of an *underinsured motor vehicle*; and
- b. Fail to advance payment to the *insured* in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the *insured* in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the *insured* is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

### Arbitration

- a. If we and an *insured* disagree whether the *insured* is legally entitled to recover damages from the owner or driver of an *underinsured motor vehicle* or do not agree as to the amount of damages that are recoverable by that *insured*, both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Local rules of

law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or trailer for which a *bodily*

*injury* liability bond or policy applies at the time of an *accident* but the amount paid for *bodily injury* under that bond or policy to an *insured* is not enough to pay the full amount the *insured* is legally entitled to recover as damages.

However, *underinsured motor vehicle* does not include any vehicle:

- a. Owned or operated by a self insurer under any applicable motor vehicle law or;
- b. Designed for use mainly off public roads while not on public roads.

#### TITLE PAPER PREPARATION - ERRORS AND OMISSIONS

CA-7112(3-2000)

This endorsement modifies insurance provided under the following:

##### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### 1. CHANGES IN LIABILITY COVERAGE

- a. The following coverage is added:

We will pay all sums an *insured* legally must pay as damages arising solely out of an act, error or omission made by an *insured* in your *garage operations* as a result of *title paper preparation*.

We have the right to defend any *suit* against the *insured* seeking damages on account of such acts, errors or omissions, even if any of the allegations of the *suit* are groundless, false or fraudulent and may make such investigation and settlement of any claim or *suit* as we deem expedient.

- b. The following exclusion is added:

##### Intentional Acts, Errors or Omissions

This insurance does not apply to, and we have no duty to defend, any liability or claim arising out of any dishonest, fraudu-

lent, criminal or intentional acts, errors or omissions committed by an *insured* while acting alone or in collusion with others.

#### 2. LIMIT OF INSURANCE

The most we will pay for the sum of all damages arising from acts, errors or omissions committed during the policy period is the Aggregate Limit of Insurance shown in the Schedule.

The Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

#### 3. ADDITIONAL DEFINITION

As used in this endorsement:

"*Title paper preparation*" means the preparation of official title papers for registering an *auto* sold by you. This includes the designation of a lienholder who holds a financial interest in the *auto*.

#### SCHEDULE

##### Aggregate Limit of Insurance

\$300,000

## MISSOURI UNINSURED MOTORISTS COVERAGE

CA-2104F(4-01)

For a covered *auto* registered or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. COVERAGE

1. We will pay all sums the *insured* is legally entitled to recover as compensatory damages from the owner or driver of an *uninsured motor vehicle*. The damages must result from *bodily injury* sustained by the *insured* caused by an *accident*. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the *uninsured motor vehicle*.
2. Any judgment for damages arising out of a *suit* brought without our written consent is not binding on us.

### B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are *insureds*:
  - a. The Named Insured and any *family members*. However, this does not include any *family member*, other than the Named Insured's spouse, who owns an *auto*.
  - b. Anyone else *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, *loss* or destruction.
  - c. Anyone for damages he or she is entitled to recover because of *bodily injury* sustained by another *insured*.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are *insureds*:
  - a. Anyone *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, *loss* or destruction.
  - b. Anyone for damages he or she is entitled to recover because of *bodily injury* sustained by another *insured*.

### C. EXCLUSIONS

1. Any claim settled without our consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. *Bodily injury* sustained by any person while *occupying* or struck by any vehicle owned by the Named Insured or if the Named Insured is an individual, any *family member*, that is not a covered *auto*. However, this exclusion does not apply to an individual Named Insured.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

### D. LIMIT OF INSURANCE

1. Regardless of the number of *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for all damages resulting from any one *accident* is the limit of Uninsured Motorists Coverage shown in the Declarations.

However, if *bodily injury* to which this coverage applies is sustained by any person other than an individual Named Insured or any *family member*, the Limit of Insurance shown in the Declarations for this coverage is also the most we will pay regardless of the number of covered *autos*.

2. If there are two or more covered *autos*, that are not trailers, and *bodily injury* is sustained by an individual Named Insured or any *family member*, our Limit of Insurance for any one *accident* is the sum of the limits applicable to each covered *auto* which is not a *trailer*. Subject to this maximum limit of liability for all damages:
  - a. The most we will pay for all damages sustained in such *accident* by an *insured* other than an individual Named Insured or any *family member* is that *insured's* pro rata share of the limit shown in the Declarations for this coverage, at the time of the *accident*.
  - b. An individual Named Insured or any *family member* who sustains *bodily injury* in such *accident* will also be entitled to a pro rata share of the limit described in Paragraph a above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all *insureds*.

3. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Liability Coverage Form attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under medical payments or any workers' compensation, disability benefits or similar law.

#### E. CHANGES IN CONDITIONS

The conditions are changed for Missouri Uninsured Motorists Coverage as follows:

1. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the *insured* recovers from another party, the *insured* shall hold the proceeds in trust for us and pay us back the amount we have paid.
4. The following condition is added:

##### Arbitration

- a. If we and an *insured* disagree whether the *insured* is legally entitled to recover damages from the owner or driver of an *uninsured motor vehicle* or do not agree as to the amount of damages that are recoverable by that *insured*, both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the ex-

penses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

5. Two Or More Coverage Forms Or Policies Issued By Us does not apply.

#### F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "*Family member*" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "*Occupying*" means in, upon, getting in, on, out or off.
3. "*Uninsured motor vehicle*" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an *accident* provides at least the amounts required by the applicable law where a covered *auto* is principally garaged;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an *insured*, a covered *auto* or a vehicle an *insured* is *occupying*, or
    - (2) Cause *bodily injury* to an *insured* without hitting an *insured*, a covered *auto* or a vehicle an *insured* is *occupying*. The facts of the *accident* must be proved. We may request supporting evidence beyond the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

However, *uninsured motor vehicle* does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

## EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are shown in italics:

1. "*Terrorism*" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "*Any injury, damage, loss or expense*" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to *bodily injury, property damage, personal injury, personal and advertising injury, loss, loss of use, rental reimbursement after loss or covered pollution cost or expense*, as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage or Garagekeepers Coverage - Customers' Sound Receiving Equipment, the following exclusion is added:

CA-2384F(1-06)

## EXCLUSION OF TERRORISM

We will not pay for any injury, damage, loss or expense caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. Any injury, damage, loss or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of *terrorism*:**

1. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
3. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one



incident, for the purpose of determining whether the thresholds in Paragraphs B5 and B6 are exceeded.

With respect to this Exclusion, Paragraphs B5 and B6 describe the thresholds used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage or Garagekeepers Coverage - Customers' Sound Receiving Equipment, the following exclusion is added:

#### EXCLUSION OF TERRORISM

We will not pay for any *loss*, loss of use or rental reimbursement after *loss* caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. **But this exclusion applies only when one or more of the following are attributed to an incident of *terrorism*:**

1. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
3. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C5 is exceeded.

With respect to this Exclusion, Paragraph C5 describes the threshold used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. In the event of any incident of *terrorism* that is not subject to the Exclusion in Paragraphs B or C, coverage does not apply to any *injury*, *damage*, *loss* or *expense* that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

#### MISSOURI SPLIT UNDERINSURED MOTORISTS COVERAGE LIMITS

CA-3105F(3-94)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

#### MISSOURI UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 1 of Limit of Insurance is replaced by the following:

- a. Regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* to any one person resulting from any one *accident*, including all damages

claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each person shown in the Declarations applicable to each covered *auto*.

- b. Subject to the limit for each person, regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* resulting from any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each *accident* shown in the Declarations applicable to each covered *auto*.

## ILLINOIS CHANGES

CA-7161(6-03)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Illinois:

### 1. CHANGES IN LIABILITY COVERAGE

a. Paragraph 1b(3) of the Who Is an Insured provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and paragraph 1a(2)(c) of the Who Is an Insured provision in the Garage Coverage Form do not apply.

b. Our Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- (1) \$20,000 for *bodily injury* to any one person caused by any one *accident*;
- (2) \$40,000 for *bodily injury* to two or more persons caused by any one *accident*; and
- (3) \$15,000 for *property damage* caused by any one *accident*.

This provision will not change our total Limit of Insurance.

### 2. The Cancellation Common Policy Condition is replaced by the following:

#### CANCELLATION

a. The First Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

b. (1) We may cancel this policy by mailing to the First Named Insured, any loss payee known to us and the agent or broker, written notice stating the reason for cancellation.

(2) If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

(3) If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:

- (a) Thirty days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.

(b) Sixty days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.

c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained through a material misrepresentation;
- (3) Any *insured* has violated any of the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
- (6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

d. We will mail our notice to the First Named Insured, any loss payee known to us and the agent or broker, at the respective mailing addresses last known to us.

e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

f. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 3. The following Condition is added and supersedes any provision to the contrary:

#### NONRENEWAL

a. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal no less than 60 days before the expiration date.

b. We will mail our notice to the following at the respective mailing addresses last known to us:

- (1) The First Named Insured;
- (2) The broker, if known to us, or the agent of record; and

- (3) The last known loss payee named in the policy.
- c. Even if we do not comply with these terms, this policy will terminate:
  - (1) On the expiration date if:
    - (a) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;
    - (b) We have indicated our willingness to renew this policy to you or your representative; or
    - (c) You have notified us or our agent that you do not want to renew this policy.
  - (2) On the effective date of any other insurance replacing this policy.
- d. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 4. Changes In Physical Damage Coverage

The Limit Of Insurance provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment if:

- a. The deductions reflect a measurable decrease in market value attributable to the

poorer condition of, or prior damage to, the vehicle.

- b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

#### 5. Changes In General Conditions

The Other Insurance Condition in the Business Auto Coverage Form, and the Other Insurance-Primary and Excess Insurance Provisions in the Truckers and Motor Carriers Coverage Forms, is changed by the addition of the following:

Liability Coverage provided by this Coverage Form for any *auto* you do not own is primary if;

- a. The *auto* is owned or held for sale or lease by a new or used vehicle dealership;
- b. The *auto* is operated by an *insured* with the permission of the dealership described in Paragraph a. while your *auto* is being repaired or evaluated; and
- c. The Limit of Insurance for Liability Coverage under this policy is at least:
  - (1) \$100,000 for *bodily injury* to any one person caused by any one *accident*;
  - (2) \$300,000 for *bodily injury* to two or more persons caused by any one *accident*; and
  - (3) \$50,000 for *property damage* caused by any one *accident*.

#### REPAIRS BY THE NAMED INSURED

CA-7018(12-93)

This endorsement modifies insurance provided under the following:

##### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement applies to the coverage(s) shown in the Schedule.

When, with our permission, you make repairs to a covered *auto*, we will pay the higher of the following amounts:

- 1. Seventy-five percent of your usual charge for the labor and materials necessary to make the repairs; or

- 2. Your actual cost in making the repairs.

This endorsement does not apply to:

- 1. The total *loss* of any *auto*;
- 2. Any glass *loss* to a covered *auto*;

and does not increase our Limit of Insurance as shown in the Declarations.

#### SCHEDULE

##### Coverages

GARAGEKEEPERS' COVERAGE

## WAR EXCLUSION - GARAGE COVERAGE FORM

CA-0040R(2-03)

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Liability Coverage

1. The **War** exclusion under Paragraph B. **Exclusions** of **Section II - Liability Coverage** is replaced by the following:

##### WAR

*Bodily injury, property damage or covered pollution cost or expense* arising directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### B. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Garage Coverage Form is selected or the Garagekeepers Coverage - Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for *loss* caused by or resulting from the following. Such *loss* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the *loss*:

- a. **War**
  - (1) War, including undeclared or civil war; or
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Changes In Medical Payments

If the Auto Medical Payments Coverage endorsement or Garage Locations And Oper-

ations Medical Payments Coverage endorsement is attached, then the exclusion which refers to declared or undeclared war or insurrection is replaced by the following:

This insurance does not apply to:

*Bodily injury*, arising directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- D. If the Personal Injury Liability Coverage - Garages endorsement or Personal Injury Liability Coverage - Garages - Split Limits of Insurance endorsement is attached, the following exclusions are added to Paragraph 2. **Exclusions**:

This insurance does not apply to:

1. *Personal injury*, arising directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- E. If the Broadened Coverage - Garages endorsement or Broadened Coverages - Garages - Split Limits of Insurance endorsement is attached, the following exclusion is added to Paragraph 2. **Exclusions** of **Section I - Personal And Advertising Injury Liability Coverage**:

1. This insurance does not apply to:

- a. *Personal and advertising injury* arising, directly or indirectly, out of:
  - (1) War, including undeclared or civil war; or
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign

or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### F. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusions are added:

This insurance does not apply to:

##### WAR

1. *Bodily injury* or *property damage*, if applicable, arising directly or indirectly, out of:
  - a. War, including undeclared or civil war; or
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### G. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault, or other similar coverage is attached, and:
  - a. Contains, in whole or in part, a War exclusion, that exclusion is replaced by Paragraph 2.
  - b. Does not contain a war exclusion, Paragraph 2. is added.
2. This insurance does not apply to:

##### War

*Bodily injury* or *property damage*, if applicable, arising directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA-2505F(7-97)

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### 1. COVERAGE

We will pay reasonable medical and funeral expenses to or for each person who sustains *bodily injury* to which this coverage applies, caused by an *accident* and resulting from:

- a. The maintenance or use of the locations stated in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
- b. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred, for services rendered within one year from the date of the *accident*.

#### 2. EXCLUSIONS

This insurance does not apply to:

- a. *Bodily injury* resulting from the maintenance or use of any *auto*.
- b. *Bodily injury* to a person, whether or not an *employee* of any *insured*, if benefits for the *bodily injury* are payable or must be provided under a workers' compensation law, disability benefits law or a similar law.
- c. *Bodily injury* caused by declared or undeclared war or insurrection or any of their consequences.
- d. *Bodily injury* to any *insured*.

#### 3. LIMIT OF INSURANCE

Regardless of the number of persons who sustain *bodily injury* or claims made, the most we will pay for *bodily injury* for each person injured in any one *accident* is the Limit of Medical Payments Coverage shown in the Declarations.

#### 4. CHANGES IN CONDITIONS

The Transfer of Rights of Recovery Against Others to Us Garage Condition does not apply.

## MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

CA-0219F(3-03)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. If you are an individual, partnership or limited liability company and a covered *auto* you own is of the *private passenger type*, and this policy covers fewer than five *autos* and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that *auto*. The following Condition applies instead:

### ENDING THIS POLICY

#### 1. Cancellation

- a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b. If this policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.
- c. When this policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
  - (2) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 60 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered *auto* during a period of suspension or revocation.
  - (3) If you are an individual, we replace this policy with another one providing similar coverages and the same limits for the covered *auto*. The re-

placement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- d. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund may be less than pro rata. If we cancel, the refund will be pro rata.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
- f. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

#### 2. Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail you notice at least 60 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this policy will end on the effective date of any similar coverages provided by the other insurance.
- c. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

#### 3. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by United States post office certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

#### B. For *autos* not described in Paragraph A. above:

1. Paragraph 2 of the Cancellation Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or

delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
  - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - (3) We become insolvent; or,

- (4) We involuntarily lose reinsurance for this policy.

- c. 60 days before the effective date of cancellation if we cancel for any other reason.

- 2 The following is added and supersedes any provision to the contrary:

#### **NONRENEWAL**

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **MISSOURI CHANGES - AUTO REPAIR SHOPS AND SERVICE STATIONS - POLLUTION EXCLUSION**

CA-0169R(10-01)

For *garage operations* conducted in Missouri, this endorsement modifies insurance provided under the following:

BROADENED COVERAGE - GARAGES

BROADENED COVERAGE - GARAGES - SPLIT LIMITS OF INSURANCE

GARAGE COVERAGE FORM

PERSONAL INJURY LIABILITY COVERAGE - GARAGES

PERSONAL INJURY LIABILITY COVERAGE - GARAGES - SPLIT LIMITS OF INSURANCE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- A. The following is added to the Pollution Exclusion Applicable To *Garage Operations* - Other Than Covered Autos in Section II - Liability Coverage or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

- B. The following is added to the Pollution Exclusion Applicable To *Garage Operations* - Covered Autos in Section II - Liability Coverage:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your

business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

- C. If the Broadened Coverage - Garages or Broadened Coverage - Garages - Split Limits of Insurance endorsement is attached, then Exclusion 2b in the Broadened Coverage - Garages or Broadened Coverage - Garages - Split Limits of Insurance endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

- D. If the Personal Injury Liability Coverage - Garages or Personal Injury Liability Coverage - Garages - Split Limits of Insurance endorsement is attached, then Exclusion 2a(8) in the Personal Injury Liability Coverage - Garages or Personal Injury Liability Coverage - Garages - Split Limits of Insurance endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

## MISSOURI CHANGES

CA-0165F(10-06)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Coverage Extensions is amended as follows:**

The following is added to Supplementary Payments:

- (7) Prejudgment interest awarded against the *insured* on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**B. Paragraph A1b of Who Is An Insured in Section II - Liability Coverage in the Business Auto Coverage Form, Motor Carrier Coverage Form and Truckers Coverage Form is changed by adding the following:**

- (6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an *auto*.

Paragraph a(2) of Who Is An Insured in Section II - Liability Coverage in the Garage Coverage Form is changed by adding the following:

- (f) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an *auto*.

**C. Liability Coverage for a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri is changed as follows:**

1. If your business is other than selling, repairing or servicing *autos*:
  - a. The Care, Custody Or Control Exclusion does not apply to *property damage* to or covered *pollution cost or expense* involving an *auto* loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing *autos* as a temporary substitute for an *auto* you own.

- b. The following is added to the Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is primary for any temporary substitute for an *auto* you own if the substitute *auto* is operated by an *insured* and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing *autos*.

2. If your business is selling, repairing or servicing *autos*, the following is added to the Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is excess for any *auto* you own if operated by a customer to whom you have loaned the *auto*, with or without consideration, as a temporary substitute for an *auto* owned by the customer.

**D. The Appraisal For Physical Damage Loss, Loss Condition is replaced by the following:**

If you and we disagree on the amount of *loss*, both parties may agree to an appraisal of the *loss* and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of *loss*. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**E. The following is added to the Concealment, Misrepresentation and Fraud Condition:**

With respect to Liability Coverage, this Condition only applies in excess of the minimum limits of liability required by the Missouri Financial Responsibility Laws.

**F. Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty



Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an *insured* of an insolvent insurer, if the *insured* has a net worth of more than \$25 million on the later of the end of the *insured's* most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an *insured's* net worth on such date

shall be deemed to include the aggregate net worth of the *insured* and all of its affiliates as calculated on a consolidated basis.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
- (2) Return to an *insured* any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

#### ILLINOIS CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL EXCESS LIABILITY COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM

COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM

CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The provisions of Paragraph B of this Endorsement are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability; Commercial Excess Liability, Contractors' Errors and Omissions, Employment-Related Practices Liability, Liquor Liability, Owners And Contractors Protective Liability,

IL-0162R(4-06)

Products/Completed Operations Liability, and Railroad Protective Liability Coverage Parts;

2. Section II - Liability Coverage in Paragraph A Coverage under the Business Auto, Garage and Motor Carrier Coverage Forms;
3. Section A Coverage under the Legal Liability Coverage Form;
4. Coverage C - Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form; and
5. Coverage, Paragraph 1, under the Employee Benefits Liability Coverage Form.

- B. If we initially defend an insured or *insured* or pay for an insured's or *insured's* defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

## NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM

IL-0021F(11-85)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

1. The insurance does not apply:

a. Under any Liability Coverage to *bodily injury* or *property damage*:

(1) With respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the *hazardous properties* of *nuclear material* and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the *hazardous properties* of *nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.

c. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from the *hazardous properties* of *nuclear material*, if:

(1) The *nuclear material*:

(a) Is at any *nuclear facility* owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom.

(2) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The *bodily injury* or *property damage* arises out of the furnishing by an insured of services, materials, parts or equipment in connection with

the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

2. As used in this endorsement:

a. "*Hazardous properties*" include radioactive, toxic or explosive properties.

b. "*Nuclear material*" means *source material*, *special nuclear material* or *byproduct material*.

c. "*Source material*," "*special nuclear material*" and "*byproduct material*" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

d. "*Spent fuel*" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*.

e. "*Waste*" means any waste material:

(1) Containing *byproducts material* other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its *source material* content; and

(2) Resulting from the operation by any person or organization of any *nuclear facility* included under the first two paragraphs of the definition of *nuclear facility*.

f. "*Nuclear facility*" means:

(1) Any *nuclear reactor*;

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing *spent fuel*; or

(c) Handling, processing or packaging waste.

(3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. "*Nuclear reactor*" means any apparatus designed or used to sustain nuclear fission in a self-supporting

chain reaction or to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

## AUTO MEDICAL PAYMENTS COVERAGE

CA-9903F(7-97)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### 1. COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an *insured* who sustains *bodily injury* caused by an *accident*. We will pay only those expenses incurred within three years from the date of the *accident*.

### 2. WHO IS AN INSURED

- a. You while *occupying* or, while a pedestrian, when struck by any *auto*.
- b. If you are an individual, any *family member* while *occupying* any *auto* or, while a pedestrian, when struck by any *auto*.
- c. Anyone else *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, loss or destruction.

### 3. EXCLUSIONS

This insurance does not apply to any of the following:

- a. *Bodily injury* sustained by an *insured* while *occupying* a vehicle located for use as a premises.
- b. *Bodily injury* sustained by you or any *family member* while *occupying* or struck by any vehicle (other than a covered *auto*) owned by you or furnished or available for your regular use.
- c. *Bodily injury* sustained by any *family member* while *occupying* or struck by any vehicle (other than a covered *auto*) owned by or furnished or available for the regular use of any *family member*.
- d. *Bodily injury* to your *employee* arising out of and in the course of employment by you. However we will cover *bodily injury* to your domestic *employees* if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic *employee* is a person engaged in household or domestic work performed principally in connection with a residence premises.

e. *Bodily injury* to an *insured* while working in a business of selling, servicing, repairing or parking *autos* unless that business is yours.

f. *Bodily injury* caused by declared or undeclared war or insurrection or any of their consequences.

g. *Bodily injury* to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

h. *Bodily injury* sustained by an *insured* while *occupying* any covered *auto* while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any *bodily injury* sustained by an *insured* while the *auto* is being prepared for such a contest or activity.

### 4. LIMIT OF INSURANCE

Regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* for each *insured* injured in any one *accident* is the Limit of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of *loss* under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### 5. CHANGES IN CONDITIONS

The Conditions are changed for Auto Medical Payments Coverage as follows:

- a. The Transfer of Rights of Recovery Against Others to Us Condition does not apply.
- b. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary and Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

### 6. ADDITIONAL DEFINITIONS

As used in this endorsement:

- a. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- b. "Occupying" means in, upon, getting in, on, out or off.

## MISSOURI SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

CA-2156F(4-01)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

### MISSOURI UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraphs 1 and 2 of Limit Of Insurance are replaced by the following:

- a. Regardless of the number of *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* to any one person resulting from any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each person shown in the Declarations applicable to each covered *auto*.

- (1) If there is more than one covered *auto*, and *bodily injury* is sustained by an individual Named Insured or any *family member*, our Limit of Insurance for any one *accident* is the sum of the limits of *Bodily Injury* for each person shown in the Declarations applicable to each covered *auto*. Subject to the maximum limit of *Bodily Injury* for each person:

- (a) The most we will pay for *bodily injury* sustained in such *accident* by an *insured* other than an individual Named Insured or any *family member* is that *insured's* pro rata share of the *Bodily Injury* for each person limit shown in the Declarations for this coverage, at the time of the *accident*.

- (b) An individual Named Insured or any *family member* who sustains *bodily injury* in such *accident* will also be entitled to a pro rata share of the limit described in Paragraph a(1)(a) above.

- (c) A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all *insureds*.

- (2) If the *bodily injury* is sustained by any *insured* other than an individual Named Insured or any *family member*, in an *accident* in which neither such Named Insured nor any *family member* sustained *bodily injury*, the limit of *Bodily Injury* for each person

shown in the Declarations for this coverage, at the time of the *accident*, is also our maximum limit for *bodily injury* resulting from any such *accident* regardless of the number of covered *autos*.

- b. Subject to the limit for each person, regardless of the number of *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* resulting from any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each *accident* shown in the Declarations applicable to each covered *auto*.

- (1) If there is more than one covered *auto*, and *bodily injury* is sustained by an individual Named Insured or any *family member*, our Limit of Insurance for any one *accident* is the sum of the limits of *Bodily Injury* for each *accident* shown in the Declarations applicable to each covered *auto*. Subject to the maximum limit of *Bodily Injury* for each *accident*:

- (a) The most we will pay for *bodily injury* sustained in such *accident* by an *insured* other than an individual Named Insured or any *family member* is that *insured's* pro rata share of the *Bodily Injury* for each *accident* limit shown in the Declarations for this coverage, at the time of the *accident*.

- (b) An individual Named Insured or any *family member* who sustains *bodily injury* in such *accident* will also be entitled to a pro rata share of the limit described in Paragraph b(1)(a) above.

- (c) A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all *insureds*.

- (2) If the *bodily injury* is sustained by any *insured* other than an individual Named Insured or any *family member*, in an *accident* in which neither such Named Insured nor any *family member* sustained *bodily injury*, the limit of *Bodily Injury* for each *accident* shown in the Declarations for this coverage, at the time of the *accident*, is also our maximum limit for *bodily injury* resulting from any such *accident* regardless of the number of covered *autos*.

## COMMON POLICY CONDITIONS

IL-0017F(11-98)

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation at least:
  - a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Thirty days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
  - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. PREMIUMS

The First Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## FEDERAL ODOMETER STATUTE ENDORSEMENT

CA-7095(7-97)

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that:

1. Coverage as is afforded under the Garage Coverage Form for Liability Coverage applies to damages solely due to Title IV (Odometer Requirements) of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 961) because of error or omission committed by the *insured* in failing to comply with said Act. Our obligation hereunder shall be limited to the Limit of Insurance shown in the Schedule for the aggregate total of all payments

for damages arising from acts of error or omission committed during the policy period.

2. We shall have the right to defend any *suit* against the *insured* seeking damages on account of such error or omission, even if any of the allegations of the *suit* are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as we deem expedient.

3. Insurance afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the *insured*, any partners, officers, *employees* or agents of the *insured* or other party in interest acting alone or in collusion with others.

## SCHEDULE

### Limit of Insurance

\$300,000

## ASBESTOS EXCLUSION

IL-7012(11-05)

This endorsement modifies insurance provided under the following:

### BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM

### BUSINESS AUTO COVERAGE FORM

### GARAGE COVERAGE FORM

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added:

### Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

## COVERAGE FOR WORK YOU PERFORMED

CA-7180(4-94)

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Liability Coverage is changed as follows:

The Work You Performed Exclusion does not apply. However, subject to the Each *Accident* Limit of Insurance - *Garage Operations* - Other Than Covered *Autos*, the coverage only applies to that amount of *property damage* to *work you performed* that exceeds \$250 for any one *accident*.



**COMMERCIAL AUTO-  
GARAGE CHANGES**

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Change Effective Date: 08-20-08

**PREMIUM SUMMARY**

No Additional or Return Premium  
Direct Billed

**CHANGES:**

ADDED WHF PROPERTIES LLC AS AN ADDITIONAL NAMED INSURED  
ADDED LOCATION AT 17 W HIGHWAY 50 O FALLON IL 62269



## COMMERCIAL AUTO COVERAGE PART

### Garage Amended Declarations

#### Item One

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 08-20-08

Expiration Date: 05-17-09

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

#### Item Two

### SCHEDULE OF COVERAGES AND COVERED AUTOS

Each of these coverages applies only to those autos shown as covered autos by the entry of one or more of the symbols from the Covered Autos

section of the Garage Coverage Form next to the name of the coverage. Entry of symbols next to Liability provides coverage for *Garage Operations*.

Coverages	Covered Auto Symbols	Limit of Insurance		Premium
		Covered Autos	Other Than Covered Autos	
Liability	21	\$ 500,000 each accident	\$ 500,000 each accident 1,500,000 aggregate	\$ 11,927.00
<b>Limit of Insurance</b>				
Medical Payments	22	\$ 5,000 each person		855.00
Uninsured Motorists	22	500,000 each person	500,000 each accident	538.00
Underinsured Motorists	22	500,000 each person	500,000 each accident	1,066.00
Garagekeepers'				
See Item Five.	30	See Item Five.		565.00
See Item Five.	30	See Item Five.		591.00
<b>Estimated Schedule Premium</b>				<b>\$ 15,542.00</b>

Cost of hire means the total amount you incur for the hire of autos you do not own (not including autos you borrow or rent for your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

### PREMIUM SUMMARY

Estimated Schedule Premium	\$ 15,542.00
Estimated Endorsement Premium	1,688.00
<b>Estimated Advance Premium</b>	<b>\$ 17,230.00</b>



Page 2  
Policy Number: L40293  
Effective Date: 08-20-08

**COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO GARAGE COVERAGE**

Form Number	Form Title	Premium
CA-0005F (09-02)	Garage Coverage Form .....	\$
IL-7012 (11-05)	Asbestos Exclusion .....	
IL-0017F (11-98)	Common Policy Conditions .....	
IL-0021F (11-85)	Nuclear Energy Liability Exclusion - Broad Form .....	
CA-7096 (12-93)	Truth In Lending .....	100.00
CA-7095 (07-97)	Federal Odometer Statute Endorsement .....	100.00
CA-7112 (03-00)	Title Paper Preparation - Errors and Omissions .....	125.00
CA-2514F (10-03)	Broadened Coverage - Garages .....	1,193.00
CA-7180 (04-94)	Coverage For Work You Performed .....	170.00
CA-9903F (07-97)	Auto Medical Payments Coverage .....	
CA-2505F (07-97)	Garage Locations and Operations Medical Payments Coverage .....	
CA-0040R (02-03)	War Exclusion - Garage Coverage Form .....	
CA-0165F (10-06)	Missouri Changes .....	
CA-0169R (10-01)	Missouri Changes - Auto Repair Shops and Service Stations - Pollution Exclusion .....	
CA-0219F (03-03)	Missouri Changes - Cancellation and Nonrenewal .....	
CA-2104F (04-01)	Missouri Uninsured Motorists Coverage .....	
CA-2156F (04-01)	Missouri Split Uninsured Motorists Coverage Limits .....	
CA-3104F (04-01)	Missouri Underinsured Motorists Coverage .....	
CA-3105F (03-94)	Missouri Split Underinsured Motorists Coverage Limits .....	
CA-2384F (01-06)	Exclusion of Terrorism .....	
CA-7018 (12-93)	Repairs By The Named Insured .....	
CA-7161 (06-03)	Illinois Changes .....	
CA-7224 (06-03)	Illinois Garage Liability Coverage Changes .....	
CA-7162 (03-04)	Illinois Uninsured and Underinsured Motorists Coverages .....	
IL-0162R (04-06)	Illinois Changes - Defense Costs .....	
<b>Estimated Endorsement Premium .....</b>		<b>\$ 1,688.00</b>

**THE NAMED INSURED'S BUSINESS IS:**

AUTO DEALERSHIP

**AUDIT PERIOD**

Annual

Item Three  
**LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

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Location Number	Address
001	12750 SAINT CHARLES ROCK RD BRIDGETON MO
002	3550 HOMER ADAMS PKWY ALTON IL
003	1721 W 5TH ST EUREKA MO
005	17 W HIGHWAY 50 O FALLON IL

**GARAGE COVERAGE FORM - AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

Item Four  
**LIABILITY AND MEDICAL PAYMENTS COVERAGE - PREMIUMS**

*Garage Operations:*

Location Number	Payroll Class	Estimated Payroll	Rates Per \$100 of Payroll		Liability BI Premium	Liability PD Premium	Medical Payments Premium
			BI	PD			
001	A	91,000	6.10	Included	5,551.00	Included	
	B	6,000	39.68	Included	2,381.00	Included	
	C	33,800	6.10	Included	2,062.00	Included	
Estimated Location Premium .....					9,994.00	Included	719.00
Minimum Premium .....					1,587.00	Included	113.00
002	A	41,600	4.13	Included	1,718.00	Included	
	B	If any	26.84	Included		Included	
	C	5,200	4.13	Included	215.00	Included	
Estimated Location Premium .....					1,933.00	Included	136.00
Minimum Premium .....					1,074.00	Included	77.00
005	A	Included in Location			001		
	B	Included in Location			001		
	C	Included in Location			001		
Estimated Location Premium .....					Included	Included	Included
Minimum Premium .....					Included	Included	Included
Estimated Garage Operations Premiums .....					11,927.00	Included	855.00
Estimated Liability and Medical Payments Premiums .....					11,927.00	Included	855.00

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Class A includes all clerical office *employees*. Class B includes proprietors, partners, owners and officers active in the business and all other *employees* whose duties involve driving automobiles or who are furnished with an automobile. Class C includes all other *employees*. The payroll is determined by including all class B personnel at the fixed amount of \$2,000 annually and all class A and C personnel at their actual wage, including commissions, bonuses and overtime wages, but subject to an average weekly

maximum of \$100 per *employee*.

Part-time *employees* working an average of 20 hours or more a week for the number of weeks worked are subject to an average weekly maximum of \$100 per *employee*.

Part-time *employees* working an average of less than 20 hours a week for the number of weeks worked are subject to an average weekly maximum of \$50 per *employee*.

## Item Five

**GARAGEKEEPERS' COVERAGE - COVERAGES AND PREMIUMS**

Location Number	Coverage	Limit of Insurance (For Each Location)	Premium
001	Specified Causes of Loss	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for <i>loss</i> caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such <i>loss</i> in any one event.	\$ 565.00
001	Collision	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .	591.00
002	Specified Causes of Loss	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for <i>loss</i> caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such <i>loss</i> in any one event.	Included
002	Collision	\$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .	Included
003	Specified Causes of Loss	\$50,000 minus \$1,000 deductible for each customer's <i>auto</i> for <i>loss</i> caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such <i>loss</i> in any one event.	Included
003	Collision	\$50,000 minus \$1,000 deductible for each customer's <i>auto</i> .	Included
005	There is no coverage at this location.		
Estimated Garagekeepers' Premium .....			\$ 1,156.00

## Item Six

**LIABILITY COVERAGE FOR YOUR CUSTOMERS**

In accordance with paragraph a(2)(d) of Who is an Insured under Section II - Liability Coverage, liability coverage for your customers is limited in the following locations: 001, 002, 005.

**ADDITIONAL NAMED INSURED**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC

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Policy Number:

L40293

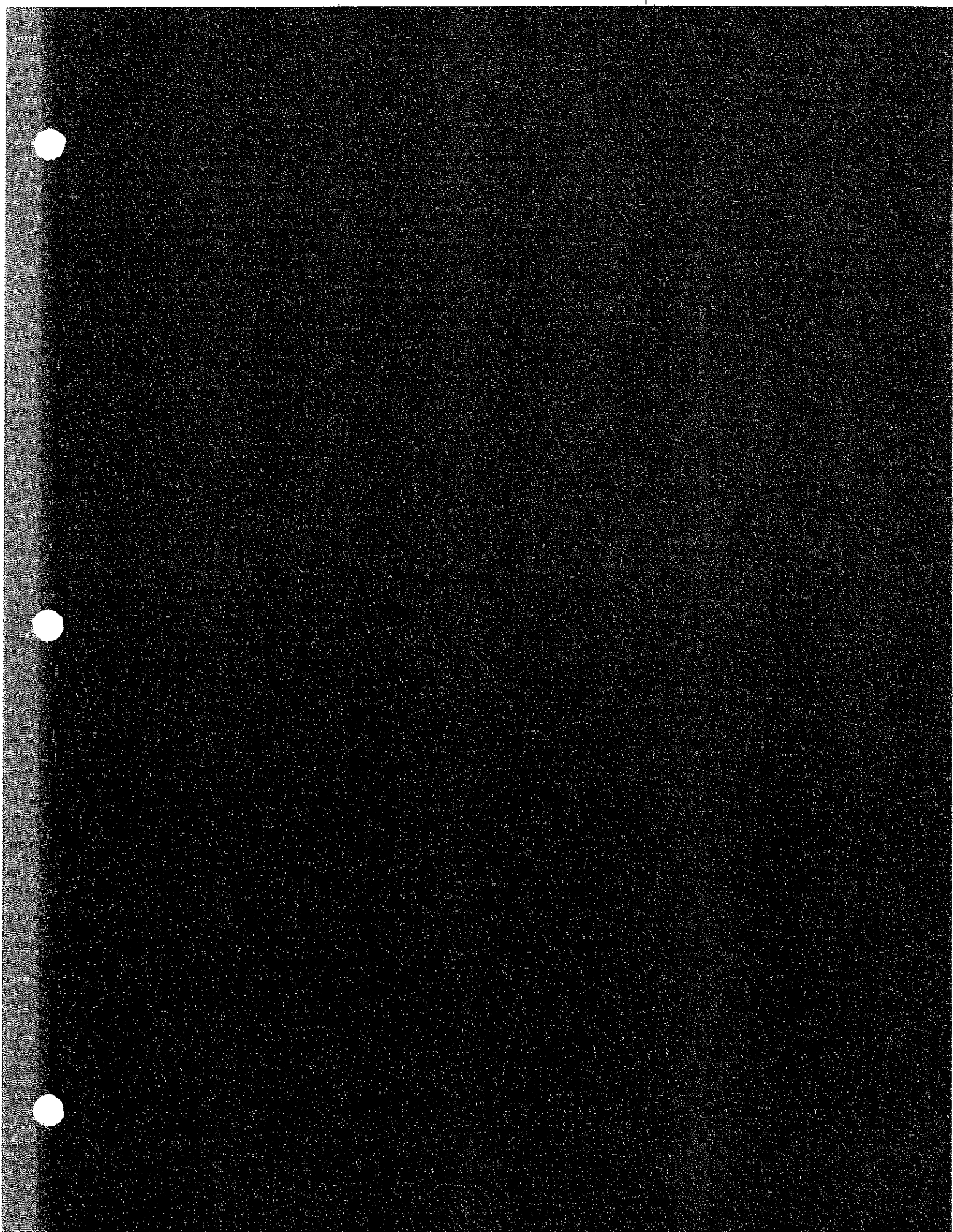
Effective Date:

08-20-08

NACIONAL NAME HOLDING LLC  
GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC  
FS PROPERTIES LLC  
WHF PROPERTIES LLC

FIRST NAMED INSURED IS:

LIMITED LIABILITY COMPANY





## COMMERCIAL UMBRELLA COVERAGE PART

### Renewal Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-08

Expiration Date: 05-17-09

In return for the payment of the premium and subject to  
all the terms of the policy, we agree to provide the  
insurance coverage as stated in the same.

12:01 A.M. standard time at  
your mailing address shown  
in the declarations

### COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CU-7008 (11-05)	Asbestos Exclusion .....	\$
CU-7010 (03-03)	Nuclear Energy Liability Exclusion Endorsement .....	
CU-7054 (03-03)	Fungi or Bacteria Exclusion .....	
CU-7037 (05-05)	Commercial Excess Liability Coverage Form .....	
CU-7067 (03-03)	War Liability Exclusion .....	
CU-7069 (04-05)	Missouri Amendatory Endorsement .....	
CU-7038 (06-06)	Illinois Amendatory Endorsement .....	
IL-0162R (04-06)	Illinois Changes - Defense Costs .....	
CU-7085 (01-08)	Cap on Losses from Certified Acts of Terrorism .....	73.00
CU-7087 (01-08)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism ..	
IL-7082 (01-08)	Disclosure Pursuant to Terrorism Risk Insurance Act .....	
IL-7083 (01-08)	Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act .....	
Advance Endorsement Premium .....		\$ 73.00

### PREMIUM SUMMARY

Advance Premium .....	\$ 7,263.00
Advance Endorsement Premium .....	73.00
Total Advance Premium .....	\$ 7,336.00

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Policy Number: L40293  
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**ADDITIONAL NAMED INSUREDS**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NACIONAL NAME HOLDING LLC  
GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC  
FS PROPERTIES LLC

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Policy Number: L40293  
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**LIMITS OF INSURANCE**

General Aggregate .....	\$ 10,000,000
Products-Completed Operations Aggregate .....	10,000,000
Each Occurrence .....	10,000,000

**PREMIUM COMPUTATION**

Not Subject to Audit	
Estimated Advance Premium .....	\$ 7,263.00

**SCHEDULE OF UNDERLYING INSURANCE - GARAGE LIABILITY**

Policy Number: GA-L40293  
Name of Insurer: ACUITY, A Mutual Insurance Company  
Policy Period: 05-17-08 To 05-17-09

**Limits or Amounts of Insurance**

**Covered Autos**

Bodily Injury and Property Damage Combined Single Limit (Each Accident) .....	\$ 500,000
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**Other Than Covered Autos**

Bodily Injury and Property Damage Combined Single Limit (Each Accident) .....	\$ 500,000
Bodily Injury and Property Damage Combined Single Limit (Aggregate Limit) .....	1,500,000



## COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This policy contains both a Products-Completed Operations Aggregate Limit and a General Aggregate Limit of Insurance. These are described in Section II - Limit of Insurance.

Other provisions in this policy restrict coverage. Read the entire policy and any *underlying insurance* carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under any *underlying insurance*.

The words "we," "us" and "our" refer to the Company providing this insurance.

The words "this insurance" mean the liability insurance provided under this policy.

The word "insured" means any person or organization qualifying as such under any *underlying insurance*.

Other words and phrases that appear in *italics* have special meaning. Refer to Section IV - Definitions of this policy.

### SECTION I - COVERAGES

#### 1. Insuring Agreement

- a. We will pay those sums, in excess of the amount payable under the terms of any *underlying insurance*, that the insured becomes legally obligated to pay as damages because of *injury* or damage to which this insurance applies, provided that the *underlying insurance* also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.

We will also pay those sums that the insured becomes legally obligated to pay as damages because of *injury* or damage to which the insurance provided under the Coverage Extension applies as set forth in paragraph 4 below.

- b. We have the right to participate in the investigation or settlement of claims or the defense of the insured against suits seeking damages because of *injury* or damage to which this insurance may apply. We have a duty to investigate or settle such claims or to defend the insured against such suits when the applicable Limit of Insurance of the *underlying insurance* has been used up by payment of judgments, settlements and any cost or expense subject to such limit.

We will have the right and duty to participate in the investigation and settlement of claims or the defense of the insured against suits seeking damages because of *injury* or damage to which the insurance provided under the Coverage Extension may apply.

This right or duty to defend is limited as set forth in paragraph 3 below.

However, we will have no duty to defend the insured against any suit seeking damages for *injury* or damage to which this insurance does not apply.

- c. The amount we will pay for damages is limited as described in Section II - Limit of Insurance.

- d. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the *underlying insurance*, except:

- (1) We have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
- (2) With respect to any provisions to the contrary contained in this insurance.

#### 2. Exclusions

The exclusions that apply to the *underlying insurance* apply to this insurance. Also, this insurance does not apply to damages because of:

- a. *Injury* or damage to premises rented to you or temporarily occupied by you with permission of the owner.
- b. Any duty to pay expenses under any medical payments coverage.
- c. Any duty to reimburse an insurer as provided by the terms of the Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 or under the terms of any similar endorsement required by Federal or state statute.
- d. Any duty payable only because of the attachment of the Endorsement For Motor Carrier Policies of Insurance For Public Liability or any similar endorsement required by Federal or state statute.
- e. Any duty imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, workers' compensation, disability benefits or unemployment compensation law or any similar law.
- f. Any duty imposed by law under the following:
  - (1) Section 130, Civil Liability, of Title I (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law

90-321; 82 Stat. 146 et. seq.);

- (2) Title IV (Odometer Requirements) of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 961); or
  - (3) Employee's Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.
- g. *Injury* or damage to personal property in the care, custody or control of the insured.
- This exclusion does not apply to liability assumed under a sidetrack agreement.
- h. *Injury* or damage sustained by an employee, former employee, prospective employee or their beneficiaries or legal representatives and caused by any negligent act, error or omission of the insured, or any other person for whose acts the insured is legally liable, in the administration of any employee benefit program. Administration includes giving counsel to employees, interpreting, handling of employee records, and effecting enrollment, termination or cancellation of employees.
- i. Any obligation to pay any claim or claims made against you or any of your officers, directors or trustees, individually or collectively, by reason of a wrongful act in their respective capacities as officers, directors or trustees.
- As used in this exclusion, "wrongful act" means any actual or alleged error, misstatement or misleading statement, act or omission, or neglect or breach of duty made or committed by your directors, officers or trustees.
- j. Any obligation arising out of an act, error or omission of an insured:

- (1) While performing the duties of an insurance agent in your garage operations; or
- (2) In your garage operations as a result of title paper preparation.

As used in this exclusion:

- (1) "Insurance agent" means a person or organization who is duly licensed as an insurance agent by the regulatory authority of the state in which the insured's principal place of business is located.
- (2) "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. Garage operations includes the ownership, maintenance or use of the autos indicated in Section I of the Garage Coverage Form as cov-

ered autos. Garage operations also includes all operations necessary or incidental to a garage business.

- (3) "Title paper preparation" means the preparation of official title papers for registering an auto sold by you. This includes the designation of a lienholder who holds a financial interest in the auto.
- (4) "Auto" means a land motor vehicle, trailer or semitrailer.
- k. Any obligation imposed due to the application of any statute permitting a customer to return an auto sold by an insured, if the auto fails to perform satisfactorily.

As used in this exclusion, "auto" means a land motor vehicle, trailer or semitrailer.

- l. *Injury* or damage your customer becomes legally obligated to pay which arise out of the use of your covered auto. This exclusion applies only if your business is shown in the Declarations of the *underlying insurance* as an auto dealership.

However, if your customer becomes legally obligated to pay for *injury* or damage which arise out of their use of your covered auto and if there is:

- (1) No other valid and collectible insurance (whether primary, excess or contingent) available to your customer, we will pay up to the compulsory or financial responsibility law limits where the covered auto is principally garaged.
- (2) Other valid and collectible insurance (whether primary, excess or contingent) available to the customer but it is less than the compulsory or financial responsibility law limits where the covered auto is principally garaged, we will pay only for the amount by which the compulsory or financial responsibility law limits exceed the limits of the other insurance.

### 3. Investigation or Settlement of Claims or Defense of Insured Against Suits

- a. When we have the duty to defend, we will pay for all *defense expense* once our duty to defend begins. We may investigate any claim or suit.

If we exercise our right to defend when there is no duty, we will pay only that *defense expense* we incur.

If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Limit of Insurance available at the time of the settlement.

- b. Our right or duty to defend ends when we

have used up the Limits of Insurance available in the payment of any judgments or settlements as provided under Section II - Limit of Insurance. This applies both to claims and suits pending at the time and those filed thereafter.

- c. When we control the investigation or settlement of a claim or the defense of the insured against a suit, we will pay for the *defense expense*. If by mutual agreement or court order the insured assumes control before the applicable Limit of Insurance available is used up, we will reimburse the insured for reasonable *defense expense*.
- d. As soon as the Limit of Insurance available is used up, you will then arrange to assume control of the investigation or settlement of all such claims or the defense of you or any other insured against such suits when our right or duty to investigate, settle or defend them ends.
- e. We will assist the insured in the transfer of control of the investigation or settlement of claims or the defense of the insured against suits under c or d above. Until such transfer is completed, we will take on behalf of any insured those steps that we think proper:
  - (1) To avoid a default in any claim or suit; or
  - (2) To the continued investigation or settle-

ment of a claim or defense of the insured against a suit.

You agree that if we take such steps:

- (1) We do not waive or give up any of our rights under this insurance; and
  - (2) You will reimburse us for any *defense expense* that arises out of such steps if the applicable Limit of Insurance available has been used up.
- f. Any payment for *defense expense* will not reduce the Limits of Insurance.

#### 4. Coverage Extension

- a. The terms of this policy are extended as follows:

If *underlying insurance* provides coverage for the use of watercraft you do not own, in addition to watercraft ashore on premises you own or rent, the coverage provided by this policy is extended to cover any watercraft you do not own that is:

- (1) Less than 75 feet long; and
- (2) Not being used to carry persons or property for a charge;

even if these nonowned watercraft are not insured in the *underlying insurance*.

- b. We will only pay for damages up to the limits of insurance.

### SECTION II - LIMIT OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below define the most we will pay under the terms of this insurance regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought;
  - c. Persons or organizations making claims or bringing suits.
- 2. The General Aggregate Limit is the most we will pay for all damages under Section I - Coverages, other than damages arising out of:
  - a. The *products-completed operations hazard*; or
  - b. The ownership, operation, maintenance, use, loading or unloading, or entrustment to others, of an auto.

The General Aggregate Limit applies separately to:

- a. Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and

- b. Each of your projects away from a location owned by or rented to you.

Each payment we make for such damages reduces by the amount of the payment, the General Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further damages of these kinds.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Section I - Coverages because of damages arising out of the *products-completed operations hazard*. Each payment we make for such damages reduces, by the amount of the payment, the Products-Completed Operations Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further damages of these kinds.
- 4. Subject to 2 and 3 above, or with respect to *injury* or damage arising out of the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto, the Each Occurrence Limit is the most we will pay for the sum of damages under Section I - Coverages because of all *injury* and damage arising out of any one *occurrence*.
- 5. The limits of this policy apply separately to

each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an addi-

tional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

### SECTION III - CONDITIONS

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the Conditions contained in this policy and those contained in any *underlying insurance*.

If any of the following conditions are contrary to Conditions contained in the *underlying insurance*, the provisions contained in this policy apply.

#### 1. Appeals

In the event the *underlying insurer* elects not to appeal a judgment in excess of the limits of the *underlying insurance*, we may elect to make such appeal. If we so elect, we shall be liable, in addition to the applicable Limit of Insurance for all *defense expenses* we incur.

#### 2. Bankruptcy of Underlying Insurer

In the event of bankruptcy or insolvency of any *underlying insurer*, this policy shall not replace such *underlying insurance*. This policy applies as if the *underlying insurance* was valid and collectible.

#### 3. Duties in the Event of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an *occurrence* or offense which may result in a claim. To the extent possible notice should include:

- (1) How, when and where the *occurrence* or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any *injury* or damage arising out of the *occurrence* or offense.

b. If a claim or suit is received by any insured you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or the defense of the insured against the suit;

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of *injury* or damage to which this insurance may also apply; and

(5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 4. Maintenance of Underlying Insurance

a. You agree to maintain the *underlying insurance* in full force and effect during the term of this policy. You agree to inform us within 10 days of any replacement of that *underlying insurance* by the same or another company. If there is any change in the replacement *underlying policy* in hazard, policy limits or coverage, including any terms, conditions and endorsements, we will only be liable under this insurance to the same extent as if there had been no change in, or replacement of, *underlying insurance*.

b. In the event that any *underlying insurance* is cancelled or not renewed and not replaced, you must notify us within 10 days. We will not be liable under this insurance for more than we would have been liable if that *underlying insurance* had not terminated if you do not request cancellation of this policy effective the same date that the *underlying insurance* was cancelled.

c. Reduction or exhaustion of the *aggregate limit* of any *underlying insurance* by payments for judgments or settlements will not be a failure to maintain *underlying insurance* in full force and effect.

d. No statement contained in this Condition limits our right to cancel or not renew this policy.

#### 5. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, ex-

cess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

#### 6. Policy Period

This insurance will respond to *injury* or damage

that occurs, or arises from an offense committed, during the policy period of this insurance shown in the Declarations.

### SECTION IV - DEFINITIONS

1. "Aggregate limit" means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.
2. "Defense expense" means payments allocated to the investigation or settlement of a specific claim or the defense of the insured against a specific suit, including:
  - a. Attorney fees and all other litigation expenses.
  - b. The cost of bonds to appeal a judgment or award in our defense of the insured against any suit.
  - c. Up to \$250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage provided by *underlying insurance* applies.
  - d. The cost of bonds to release attachments. This is only for bond amounts within the Limit of Insurance available.
  - e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or settlement of the claim or the defense of the insured against the suit. This includes actual loss of earnings up to \$100 a day because of time off from work.
  - f. Cost taxed against the insured in the suit.
  - g. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of Section II - Limits of Insurance.

*Defense expense* does not include:

- a. Salaries and expenses of our employees or the insured's employees, other than:
  - (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or suit; and
  - (2) The expenses described in e above.
- b. Fees and expenses of independent adjusters we hire.
3. "Injury" means bodily injury, property damage, personal injury or advertising injury as defined in the *underlying insurance*.
4. "Occurrence" means:

- a. With respect to bodily injury to persons other than your employees and property damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
  - b. With respect to bodily injury to your employees arising out of and in the course of their employment by you, the accident or disease which causes the bodily injury; and
  - c. With respect to offenses committed by the insured resulting in personal injury or advertising injury, all such injury sustained by any one person or organization.
5. "Occurrence limit" means any specific limit, other than an *aggregate limit*, applicable to any *underlying insurance*, regardless of whether such limit is subject to an *aggregate limit* in the *underlying policy*.
  6. "Products-completed operations hazard":
    - a. Includes all *injury* occurring away from premises you own or rent and arising out of *your product* or *your work* except:
      - (1) Personal injury or advertising injury as defined in the *underlying insurance*;
      - (2) Products that are still in your physical possession; or
      - (3) Work that has not yet been completed or abandoned. However, *your work* will be deemed completed at the earliest of the following times:
        - (a) When all of the work called for in your contract has been completed;
        - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
        - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include *injury* arising out of:
  - (1) The transportation of property, unless

the *injury* or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment, or abandoned or unused materials; or
  - (3) Products or operations for which the classification in the General Liability *underlying policy* or in our General Liability manual or rules includes products or completed operations.
7. "*Underlying insurance*" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance, provided that you have notified us within 10 days of the replacement, and the replacement policies provide:
- a. At least the same policy limits;
  - b. The same hazards insured against, except as modified by general program revisions; and
  - c. The same coverage, including all terms, conditions and endorsements.
8. "*Underlying insurer*" means any insurer who issues a policy of *underlying insurance*.
9. "*Underlying policy*" means a policy providing *underlying insurance*.
10. "*Your product*" means:
- a. Any goods or products other than real prop-

erty, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

*Your product* includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your product*; and
- b. The providing of or failure to provide warnings or instructions.

*Your product* does not include vending machines or other property rented to or located for the use of others but not sold.

11. "*Your work*" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

*Your work* includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your work*; and
- b. The providing of or failure to provide warnings or instructions.

## MISSOURI AMENDATORY ENDORSEMENT

CU-7069(4-05)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The following is added to any Pollution Exclusion attached to the Commercial Umbrella Coverage Part or any *underlying insurance*:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

2. The following is added to exclusion 2f of Section I - Coverages:

This exclusion does not apply to "property damage" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own. This provision only applies if your business is other than selling, repairing or servicing "autos".

As used in this exclusion:

- a. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include "mobile equipment" as defined in the *underlying insurance*.
- b. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- c. "Property Damage" means:
  - (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to covered "autos", "property damage" also includes "covered pollution cost or expense" as defined in the *underlying insurance*, but only to the extent that coverage exists under the *underlying insurance* or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing

devices or any other media which are used with electronically controlled equipment.

3. The following exclusion is added to item 2, Exclusions of Section I - Coverages:
  - I. Punitive or exemplary damages.
4. The following is added to Section III - Conditions:

### Cancellation

- a. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation, stating the actual reason for cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (a) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (b) Changes in condition after the effective date of this policy which have materially increased the risk assumed;
    - (c) We become insolvent; or,
    - (d) We involuntarily lose reinsurance for this policy.
  - (3) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.
- f. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- g. Any notice of cancellation or nonrenewal will be mailed by the United States Postal Service certificate of mailing. Proof of mailing of any notice will be sufficient proof of notice.

#### **Nonrenewal**

- a. We may elect not to renew this policy by mailing or delivering to the First Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
- b. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.
- c. Any notice of cancellation or nonrenewal will be mailed by the United States Postal Service certificate of mailing. Proof of mailing of any notice will be sufficient proof of notice.

#### **5. Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations**

- a. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- b. The Act contains various exclusions, conditions and limitations that govern a claim-

ant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- (1) Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
- (2) Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- i. Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- ii. Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

#### **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

CU-7085(1-08)

This endorsement modifies insurance provided under the following:

##### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney

General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a *certified act of terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

CU-7010(3-03)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. This insurance does not apply to:

a. Any claim or accident:

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the *hazardous properties* of *nuclear material* and with respect to which:
  - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or
  - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

b. Any claim or accident resulting from the *hazardous properties* of *nuclear material*, if:

- (1) The *nuclear material*:
  - (a) Is at any *nuclear facility* owned by, or operated by or on behalf of, an insured; or
  - (b) Has been discharged or dispersed therefrom;
- (2) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The claim or accident arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

2. As used in this endorsement:

- a. "*Hazardous properties*" include radioactive, toxic or explosive properties.
- b. "*Nuclear material*" means *source material*, *special nuclear material* or *by-product material*.
- c. "*Source material*," "*special nuclear material*" and "*by-product material*" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- d. "*Spent fuel*" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*.
- e. "*Waste*" means any waste material:
  - (1) Containing *by-products material* other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its *source material* content; and
  - (2) Resulting from the operation by any person or organization of any *nuclear facility* included under the first two paragraphs of the definition of *nuclear facility*.
- f. "*Nuclear facility*" means:
  - (1) Any *nuclear reactor*;
  - (2) Any equipment or device designed or used for:
    - (a) Separating the isotopes of uranium or plutonium;
    - (b) Processing or utilizing *spent fuel*; or
    - (c) Handling, processing or packaging waste;
  - (3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- g. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

- h. "Property damage" includes all forms of radioactive contamination of property.

## ILLINOIS AMENDATORY ENDORSEMENT

CU-7038(6-06)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to Section III - Conditions:

#### Cancellation

- a. The First Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
- b. We may cancel this policy by mailing to the Named Insured and the agent or broker, written notice stating the reason for cancellation. If we cancel:
  - (1) For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - (2) For a reason other than nonpayment of premium, we will mail the notice at least:
    - (a) Thirty days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
    - (b) Sixty days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
- c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) The policy was obtained through a material misrepresentation;
  - (3) Any insured has violated any of the terms and conditions of the policy;
  - (4) The risk originally accepted has measurably increased;
  - (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
  - (6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- e. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

#### Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail to the Named Insured, and the agent or broker written notice, stating the reason for nonrenewal at least:
  - (1) Thirty days before the expiration date if the First Named Insured:
    - (a) Has at least 25 full-time employees at the time this policy was written and procures the insurance of any risk, other than life, accident and health, and annuity contracts, by use of the services of a full-time employee acting as an insurance manager or buyer; or
    - (b) Has aggregate annual premiums for all property and casualty insurance on all risks of at least \$50,000.
  - (2) Sixty days before the expiration date for any First Named Insured other than those listed in (1) above.
- b. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

#### Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

#### Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

**MISSOURI - DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

IL-7083(1-08)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**NOTE:** The premiums shown in the Declarations are for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

CU-7087(1-08)

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a *certified act of terrorism* that are awarded as punitive damages.

**B. The following definition is added:**

"*Certified act of terrorism*" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal

Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a *certified act of terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

## ILLINOIS CHANGES - DEFENSE COSTS

IL-0162R(4-06)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL EXCESS LIABILITY COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM

COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM

CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The provisions of Paragraph B of this Endorsement are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability; Commercial Excess Liability, Contractors' Errors and Omissions, Employment-Related Practices Liability, Liquor Liability, Owners And Contractors Protective Liability,

Products/Completed Operations Liability, and Railroad Protective Liability Coverage Parts;

2. Section II - Liability Coverage in Paragraph A Coverage under the Business Auto, Garage and Motor Carrier Coverage Forms;
3. Section A Coverage under the Legal Liability Coverage Form;
4. Coverage C - Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form; and
5. Coverage, Paragraph 1, under the Employee Benefits Liability Coverage Form.

- B. If we initially defend an insured or insured or pay for an insured's or insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

IL-7082(1-08)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the policy Declarations.

### B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds

the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## FUNGI OR BACTERIA EXCLUSION

CU-7054(3-03)

The endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The following exclusion is added to Paragraph 2, Exclusions of Section I - Coverages:
  - a. *Injury* or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any *fungi* or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
  - b. Any loss, cost or expenses arising out of

the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, *fungi* or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any *fungi* or bacteria that are, are on, or are contained in, a good or product intended for consumption.

2. The following definition is added to the Definitions Section:

*"Fungi"* means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

## ASBESTOS EXCLUSION

CU-7008(11-05)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added:

#### Asbestos

1. This insurance does not apply to *injury*, including but not limited to, physical or mental injury, mental anguish or shock, sickness, disease, occupational disease, disability or death, or damage to property arising out of activities re-

lated to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

2. The following definition applies:

*"Injury"* means bodily injury or property damage as defined in the *underlying insurance*.

## WAR LIABILITY EXCLUSION

CU-7067(3-03)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

*Injury* or damage, however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.



**COMMERCIAL UMBRELLA  
CHANGES**

**First Named Insured and Address:**

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

**Agency Name and Number:**

THE DELP COMPANY  
6700-AE

**Policy Number:** L40293

**Change Effective Date:** 08-20-08

**PREMIUM SUMMARY**

No Additional or Return Premium  
Direct Billed

**CHANGES:**

ADDED WHF PROPERTIES LLC AS AN ADDITIONAL NAMED INSURED



## COMMERCIAL UMBRELLA COVERAGE PART

### Amended Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 08-20-08

Expiration Date: 05-17-09

In return for the payment of the premium and subject to  
all the terms of the policy, we agree to provide the  
insurance coverage as stated in the same.

12:01 A.M. standard time at  
your mailing address shown  
in the declarations

### COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CU-7008 (11-05)	Asbestos Exclusion .....	\$
CU-7010 (03-03)	Nuclear Energy Liability Exclusion Endorsement .....	
CU-7054 (03-03)	Fungi or Bacteria Exclusion .....	
CU-7037 (05-05)	Commercial Excess Liability Coverage Form .....	
CU-7067 (03-03)	War Liability Exclusion .....	
CU-7069 (04-05)	Missouri Amendatory Endorsement .....	
CU-7038 (06-06)	Illinois Amendatory Endorsement .....	
IL-0162R (04-06)	Illinois Changes - Defense Costs .....	
CU-7085 (01-08)	Cap on Losses from Certified Acts of Terrorism .....	73.00
CU-7087 (01-08)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism ...	
IL-7082 (01-08)	Disclosure Pursuant to Terrorism Risk Insurance Act .....	
IL-7083 (01-08)	Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act .....	
<b>Advance Endorsement Premium .....</b>		<b>\$ 73.00</b>

### PREMIUM SUMMARY

Advance Premium .....	\$ 7,263.00
Advance Endorsement Premium .....	73.00
<b>Total Advance Premium .....</b>	<b>\$ 7,336.00</b>

Page 2  
Policy Number: L40293  
Effective Date: 08-20-08

**ADDITIONAL NAMED INSUREDS**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NACIONAL NAME HOLDING LLC  
GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC  
FS PROPERTIES LLC  
WHF PROPERTIES LLC



Policy Number: L40293  
Effective Date: 08-20-08

**LIMITS OF INSURANCE**

General Aggregate .....	\$ 10,000,000
Products-Completed Operations Aggregate .....	10,000,000
Each Occurrence .....	10,000,000

**PREMIUM COMPUTATION**

Not Subject to Audit	
Estimated Advance Premium .....	\$ 7,263.00

**SCHEDULE OF UNDERLYING INSURANCE - GARAGE LIABILITY**

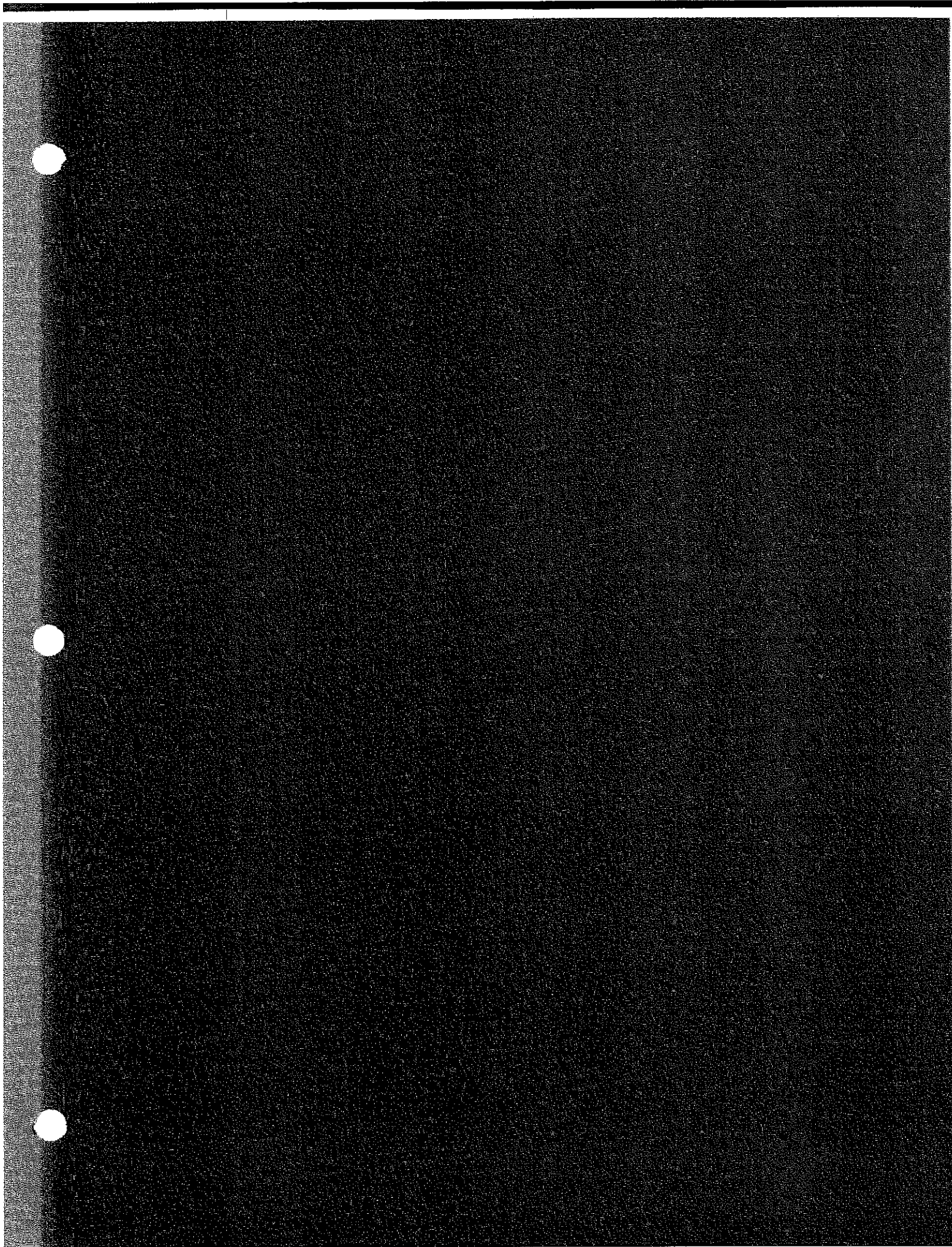
Policy Number: GA-L40293  
Name of Insurer: ACUITY, A Mutual Insurance Company  
Policy Period: 05-17-08 To 05-17-09

**Limits or Amounts of Insurance****Covered Autos**

Bodily Injury and Property Damage Combined Single Limit (Each Accident) .....	\$ 500,000
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**Other Than Covered Autos**

Bodily Injury and Property Damage Combined Single Limit (Each Accident) .....	\$ 500,000
Bodily Injury and Property Damage Combined Single Limit (Aggregate Limit) .....	1,500,000





## EMPLOYEE BENEFITS LIABILITY COVERAGE PART

### Renewal Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-08

Expiration Date: 05-17-09

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at  
your mailing address shown  
in the declarations

This is a claims-made policy. Coverage is generally limited to claims which are first made against the insured during the policy period. Please read the entire form carefully and discuss the coverage with your agent.

### LIMIT OF LIABILITY

Each Claim Limit .....	\$ 1,000,000
Aggregate Limit .....	1,000,000
Deductible Amount (Each Claim) .....	1,000

### PREMIUM COMPUTATION

Estimated Number of Employees .....	70
Rate Per Employee .....	X 4.817
Advance Premium .....	\$ 337.00

### COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-7039 (10-01)	Employee Benefits Liability Coverage Form .....	\$
CG-7224 (12-98)	Punitive or Exemplary Damages Exclusion .....	
IL-0017F (11-98)	Common Policy Conditions .....	
IL-0021F (11-85)	Nuclear Energy Liability Exclusion - Broad Form .....	
IL-7012 (11-05)	Asbestos Exclusion .....	
CG-2625F (04-05)	Missouri Changes - Guaranty Association .....	
CG-2643F (07-95)	Missouri Changes - Binding Arbitration .....	
CG-7294 (01-04)	Missouri Changes - Employee Benefits Liability .....	
IL-0274R (07-02)	Missouri Changes - Cancellation and Nonrenewal .....	
Advance Endorsement Premium .....		\$

Page 2  
Policy Number: L40293  
Effective Date: 05-17-08

**PREMIUM SUMMARY**

Advance Premium .....	\$ 337.00
Advance Endorsement Premium .....	
<b>Total Advance Premium .....</b>	<b>\$ 337.00</b>

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with the premium condition at the close of the audit period.

**AUDIT PERIOD**

Annual

**ADDITIONAL NAMED INSURED**

*Named insured* includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NACIONAL NAME HOLDING LLC  
GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC  
FS PROPERTIES LLC

## EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

### THIS COVERAGE FORM PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declara-

tions. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in italics have special meaning. Refer to the Definitions Section.

## COVERAGE

### 1. Insuring Agreement

In consideration of the payment of the premium and subject to the terms, conditions and limitations of the policy, we will provide the insurance coverage stated herein.

We will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages sustained by an employee, former employee, prospective employee or their beneficiaries or legal representatives. The damages must be caused by any negligent act, error or omission of the *insured*, or any other person for whose acts the *insured* is legally liable, in the *administration* of the *insured's* employee benefit programs. We shall have the right and duty to defend the *insured* against any suit seeking those damages, even if such suit is groundless, false or fraudulent. However, we will have no duty to defend the *insured* against any suit seeking damages to which this insurance does not apply. We may make such investigation and settlement of any claim or suit as we deem expedient. We shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

### 2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
- b. Any assessment, penalty or fine.
- c. Bodily injury to, or sickness, disease or death, of any person, or to injury to or destruction of or loss of use of any tangible property.
- d. Failure of performance of contract or negligence by any insurer or health maintenance organization. This includes financial failure or insolvency of any *employee benefit program*.
- e. Any claim based upon the *insured's* failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits.

- f. The *insured's* failure to comply with any law, regulation or executive order. This includes, but is not limited to, any claim based upon the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, or amendments thereto or any regulations as are promulgated thereunder.

This exclusion does not apply to the *administration* of any *employee benefit program*.

- g. Any claim based upon:

- (1) Failure of any *employee benefit program* to perform as represented by an *insured*;
- (2) Advice given by an *insured* to an employee to participate or not to participate in any *employee benefit program*; or
- (3) The investment or noninvestment of funds.

### 3. Supplementary Payments

We will pay, in addition to the applicable Limit of Liability, with respect to any claim we investigate or settle, or any suit against an *insured* we defend:

- a. All expenses incurred by us, all costs taxed against the *insured* in any suit defended by us and all interest on the full amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court, that part of the judgment which does not exceed the limit of our liability.
- b. Premiums on appeal bonds required and on bonds to release attachments in any such suit. The amount shall not be in excess of the Limit of Liability of this insurance.
- c. Reasonable expenses incurred by the *insured* at our request in assisting us in the investigation or defense of any claim or suit. This includes actual loss of earnings not to exceed \$250 per day.

### 4. Deductible

The deductible amount stated in the Declarations shall be deducted from the amount of all claims arising out of the same negligent act, error or omission. We shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable.

The terms of this Coverage Form apply irrespective of the application of the deductible amount. This includes those terms with respect to:

- a. Our rights and duties with respect to the defense of suits; and
- b. The *insured's* duties in the event of a negligent act, error or omission or a claim or suit.

We may pay any part or all of the deductible amount to effect settlement of any claim or suit. The *named insured* shall promptly reimburse us for such part of the deductible amount as has been paid by us after we notify you of our action.

## 5. Coverage Period and Territory

This Coverage Form applies only to claims first made against the *insured* during the policy period. Notice to us shall be considered a claim first made against the *insured* during the policy period if:

- a. At the effective date of this Coverage Form, the *insured* had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit;
- b. During the policy period, the *insured* shall have knowledge or become aware of any negligent act, error or omission; and
- c. During the policy period, the *insured* shall give written notice of such negligent act, error or omission to us.

This Coverage Form applies only to negligent acts, errors or omissions which occurred within the United States of America, its territories or possessions or Canada.

## CONDITIONS

### 1. Limits of Liability

- a. The Limit of Liability stated in the Declarations as "aggregate" is the total limit of our liability for all damages during each policy year.
- b. Subject to a above, the Limit of Liability stated in the Declarations for "each claim" is the total limit of our liability for all damages arising out of a single negligent act, error or omission in the *administration* of the *insured's employee benefit programs* regardless of the number of claims or claimants.
- c. The inclusion under this Coverage Form of more than one *insured* shall not operate to increase the limits of our liability.

### 2. Premium

The advance premium stated in the Declarations is an estimated premium only. Upon termination of each annual period of this Coverage Form, the *named insured*, on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the beginning and the end of such period using the rates set forth in the Declarations. If the earned premium thus computed exceeds the estimated advance premium paid, the *named insured* shall pay the excess to us. We will send notice to the *named insured*, and the due date for the excess premium is the date shown as the due date on the bill. If less, we shall return to the

*named insured* the unearned portion paid by such *named insured* subject to the minimum premium stated in the Declarations.

### 3. Insured's Duties in the Event of Negligent Act, Error, Omission, Claim or Suit

The *insured* shall give written notice to us or any of our authorized agents as soon as practicable after becoming aware of a negligent act, error or omission. This notice shall include the fullest information obtainable with respect to the circumstances, the time and the place of the negligent act, error or omission.

If claim is made or suit is brought against the *insured*, the *insured* shall immediately forward to us every demand, notice, summons or other process received by them or their legal representative.

The *insured* shall cooperate with us. At our request, the *insured* shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* with respect to which insurance is afforded under this Coverage Form. The *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense.

### 4. Other Insurance

This Coverage Form is primary insurance, except when stated to apply in excess of or con-

tingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which applies to the loss on an excess or contingent basis, the amount of our liability under this Coverage Form shall not be reduced because of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable for a greater proportion of the loss than that stated in the applicable contribution provision below:

**a. Contribution by Equal Shares**

If all of such other valid and collectible insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable Limit of Liability under any one policy or the full amount of the loss is paid. With respect to any amount of loss not so paid, the remaining insurers will then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

**b. Contribution by Limits**

If any of such other insurance does not provide for contribution by equal shares, we shall not be liable for a greater proportion of such loss than the applicable Limit of Liability under this Coverage Part for such loss bears to the total applicable Limit of Liability of all valid and collectible insurance against such loss.

**5. Subrogation**

In the event of any payment under this Coverage Form, we shall be subrogated to all the *insured's* rights of recovery against any person or organization. The *insured* shall execute and deliver instruments and papers and do what-

ever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.

**6. Action Against Company**

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Coverage Form, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and us.

Any person or organization or their legal representative who has secured such judgment or written agreement shall be entitled to recover under this Coverage Form to the extent of the insurance afforded by this Coverage Form. No person or organization shall have any right under this Coverage Form to join us as a party to any action against the *insured* to determine the *insured's* liability. We shall not be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured's* estate shall not relieve us of any of our obligations.

**7. Three Year Policy**

If this Coverage Part is issued for a period of three years, our Limit of Liability stated in this Coverage Part as "aggregate" shall apply separately to each consecutive annual period.

**8. Declarations**

By acceptance of this Coverage Part, the *named insured* agrees that:

- a. The statements in the Declarations are his agreements and representations;
- b. This Coverage Part is issued in reliance upon the truth of such representations; and
- c. This Coverage Part embodies all agreements existing between the *named insured* and us or any of our agents relating to this insurance.

**DEFINITIONS**

When used in this Coverage Form:

**1. "Insured" means the *named insured*. Also:**

- a. If you are an individual, your spouse is an *insured*, but only with respect to the conduct of a business of which you are the sole owner.
- b. If you are a partnership or joint venture, your members, your partners and their spouses are also *insureds*, but only with respect to the conduct of your business.
- c. If you are a limited liability company, your members are also *insureds*, but only with

respect to the conduct of your business. Your managers are also *insureds*, but only with respect to their duties as your managers.

- d. If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors are *insureds*, but only with respect to their duties as your officers or directors. Your stockholders are *insureds*, but only with respect to their liability as stockholders.

Each of your employees is also an *insured*, provided that such employee is authorized

to act in the *administration* or the *named insured's employee benefit programs*.

If you die, your legal representative is an *insured*, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

2. "*Named insured*" means the person or organization named in the Declarations of this Coverage Part.
3. "*Employee benefit programs*" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, salary continuation plans, social security, disability benefits

insurance, savings plans, vacation plans or any other similar *employee benefit programs*.

4. "*Administration*" means:

- a. Giving counsel to employees with respect to the *employee benefit programs*;
- b. Interpreting the *employee benefit programs*;
- c. Handling of employee records in connection with the *employee benefit programs*; and
- d. Effecting enrollment, termination or cancellation of employees under the *employee benefit programs*;

provided all such acts are authorized by the *named insured*.



## MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

IL-0274R(7-02)

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART  
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

- B. With respect to the:

Commercial Crime Coverage Part  
Commercial General Liability Coverage Part  
Commercial Property - Legal Liability Coverage Form CP 00 40  
Commercial Property - Mortgage Holders Errors and Omissions Coverage Form CP 00 70  
Contractors' Errors and Omissions Coverage Part  
Directors' and Officers' Liability Coverage Part  
Employee Benefits Liability Coverage Part  
Employment-Related Practices Liability Coverage Part  
Liquor Liability Coverage Form  
Pollution Liability Coverage Form  
Products/Completed Operations Liability Coverage Form

the following Cancellation and Nonrenewal Provisions apply:

1. Paragraph 2 of the Cancellation Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed

under this policy or a violation of any of the terms or conditions of this policy;

- (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

- (3) We become insolvent; or

- (4) We involuntarily lose reinsurance for this policy.

- c. 60 days before the effective date of cancellation if we cancel for any other reason.

## NONRENEWAL

2. The following is added and supersedes any provision to the contrary:

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

- C. With respect to the:

Commercial Property Coverage Part

the Cancellation Common Policy Condition is replaced by the following:

## CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of:
  - a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. Any other action will state the effective date of that action.

5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less

than pro rata. This action will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## COMMON POLICY CONDITIONS

IL-0017F(11-98)

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation at least:
  - a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Thirty days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. PREMIUMS

The First Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM

IL-0021F(11-85)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

## 1. The insurance does not apply:

### a. Under any Liability Coverage to *bodily injury* or *property damage*:

(1) With respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the *hazardous properties* of *nuclear material* and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

### b. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the *hazardous properties* of *nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.

### c. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from the *hazardous properties* of *nuclear material*, if:

(1) The *nuclear material*:

(a) Is at any *nuclear facility* owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom.

(2) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The *bodily injury* or *property damage* arises out of the furnishing by an insured of services, materials, parts or equipment in connection with

the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

## 2. As used in this endorsement:

a. "*Hazardous properties*" include radioactive, toxic or explosive properties.

b. "*Nuclear material*" means *source material*, *special nuclear material* or *byproduct material*.

c. "*Source material*," "*special nuclear material*" and "*byproduct material*" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

d. "*Spent fuel*" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*.

e. "*Waste*" means any waste material:

(1) Containing *byproducts material* other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its *source material* content; and

(2) Resulting from the operation by any person or organization of any *nuclear facility* included under the first two paragraphs of the definition of *nuclear facility*.

f. "*Nuclear facility*" means:

(1) Any *nuclear reactor*;

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing *spent fuel*; or

(c) Handling, processing or packaging *waste*.

(3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of *waste*;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. "*Nuclear reactor*" means any apparatus designed or used to sustain nuclear fission in a self-supporting

chain reaction or to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

#### MISSOURI CHANGES - GUARANTY ASSOCIATION

CG-2625F(4-05)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

POLLUTION LIABILITY COVERAGE FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and

affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

#### MISSOURI CHANGES - BINDING ARBITRATION

CG-2643F(7-95)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

POLLUTION LIABILITY COVERAGE FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, both parties may,

by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

CG-7224(12-98)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS' ERRORS AND OMISSIONS  
COVERAGE FORM  
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE  
PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY  
COVERAGE FORM

This insurance does not apply to punitive or exemplary damages.

#### **ASBESTOS EXCLUSION**

IL-7012(11-05)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE  
COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added:

##### **Asbestos**

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

#### **MISSOURI CHANGES - EMPLOYEE BENEFITS LIABILITY**

CG-7294(1-04)

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

The following is added to the Supplementary Payments provision:

We will pay in addition to the applicable Limit of Insurance, prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.